

CORPORATION OF HARPERS FERRY

Town Council

DRAFT MINUTES

Regular Meeting	Monday, 8 September 2025	7:00 p.m.
Town Hall • 1000 W Washington Street, Harpers Ferry, West Virginia 25425		

The meeting was called to order at 7:00 p.m. by Mayor Vaughn, followed by a recitation of the Pledge of Allegiance.

Member	Title	Status
Greg Vaughn	Mayor	Present
Kevin Carden	Recorder	Present
Chris Craig	Councilmember	Present
Greg “Storm” DiCostanzo	Councilmember	Present
Jesse Z. Melton	Councilmember	Present
Christian Pechuekonis	Councilmember	Present
David Simmons	Councilmember	Present <i>(by telephone)</i>

The agenda was approved as amended. Item 5.b.ii. is stricken from the agenda. Item 7.e. will come after item 4.b. Item 5.d.xii. will follow item 5.d.7.

There were no public comments.

1. Mayor’s announcements.

The Mayor announced that during Labor Day weekend, the merchants in Lower Town advised him that this holiday weekend was one of the best sale days they have ever had.

2. Recorder’s announcements.

None.

3. Community announcements.

a. Hilltop Hotel.

Laurel Ziemianski announced that the Jefferson County Commission considered the renewal of the agreement with the State, which was approved. The general contractors are finishing their final estimates for construction. Festivities will be held this Saturday at 6 p.m. at the Promontory Overlook to celebrate the release of Lynn Pechuekonis’ latest book, “Among the Mountains”.

b. National Park Service.

Superintendent Tanya Gossett announced that the Labor Day weekend was very busy, and she thanked the Harpers Ferry Police Department for their great job managing the streets. Andrew Lee will be hosting a webinar to introduce the role of the Gateway Coordinator, which position he was appointed to for the Park. Byron Bridge bicycle ramp construction will begin next month. The old gas station on the Drumheller property behind the Jefferson County CVB building will be demolished soon. The community is advised that canon firing demonstrations will take place at Bolivar Heights on the 13th of September.

c. Other.

Chris Craig announced that the Old Armory Canal Trail (Potomac Street Extended) has been cleared of fallen trees and high weeds. On 4 October, Canal Trail will hold a viewing of Garnet Jex paintings at Camp Hill-Wesley United Methodist Church. On the same day, an exhibition of Jex paintings will be held in Sharpsburg, Maryland. A grant to West Virginia Rivers has been reinstated to address PFAS in the water; four open houses will be held in late September concerning this issue.

4. Approval of minutes.**a. Regular meetings: 9 June 2025, 11 August 2025.**

The minutes for the 9 June 2025 regular meeting were approved as amended. The minutes for the 11 August 2025 regular meeting were approved as submitted.

b. Special meetings: 21 August 2025, 28 August 2025.

The minutes for the 21 August and 28 August 2025 special meetings were approved as submitted.

5. Town reports.**a. Treasurer's reports and approvals.****i. Review and approval of financial reports: July 2025.**

The July 2025 financial reports were approved as received.

ii. Approval of invoices and purchases.

Motion	Motion to approve the invoices and purchases, pending approval of Police Department items (later on this agenda at item 5.b.xii.).
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

b. Budget and Finance Committee.**i. Discussion and action regarding WDA grant and approval of Resolution #10.**

Motion	Motion to approve Change Order #3.
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Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

Motion	Motion to approve WDA Grant Resolution #10.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

ii. Discussion and action regarding Non-Discrimination Assurances and Policy.

Stricken from this agenda.

iii. Discussion action regarding update regarding CDS funding for 2024, 2026, and beyond.

Storm DiCostanzo reported that progress is being made toward acquiring a Congressional grant. The Governor's Office will be approached for a matching grant.

iv. Discussion regarding sludge removal at the water plant.

The sludge removal has been completed. Sludge removal should be kept up on an annual basis.

v. Discussion regarding Town street paving.

The advertisement was posted, bids have been received, and bid opening will be held this Wednesday.

vi. Discussion and action regarding Town logo, colors, and website project.

Motion	Motion to approve payment to Wicked Design in the amount of \$1,425.00 from Line 440 City Hall Contracted Services for work on the new Town logo.
Motion by	Storm DiCostanzo
Second	Jesse Melton
YES	7
NO	0
Result	MOTION APPROVED

vii. Discussion and action regarding FY 2026 General Fund Revision 2.

Motion	Motion to approve FY 2026 General Fund Revision 2. (ROLL CALL VOTE)
Motion by	Storm DiCostanzo

Second	Jesse Melton
YES	Carden, Craig, DiCostanzo, Melton, Pechuekonis, Simmons, Vaughn
NO	<i>none</i>
Result	MOTION APPROVED

viii. Discussion and action regarding snow and ice removal for the 2025-2026 season.

Motion	Motion to put out an advertisement for bids for the snow and ice removal contract for the 2025-2026 winter season.
Motion by	Storm DiCostanzo
Second	Jesse Melton
YES	7
NO	0
Result	MOTION APPROVED

ix. Discussion and action regarding previously approved funding for Parks and Recreation Commission's 2025 Scarecrow Contest.

Motion	Motion to approve up to \$300 from Line 906 Arts and Humanities for the 2025 Scarecrow Contest.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

x. Discussion and action regarding Potomac Street and other bank accounts.

Motion	Motion to close the Potomac Street bank account at Jefferson Security Bank and transfer the funds to the General Fund.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

Motion	Motion to direct the Budget and Finance Committee to develop specifications to explore banking options at local financial institutions.
Motion by	Storm DiCostanzo
Second	Jesse Melton
YES	7
NO	0
Result	MOTION APPROVED

xi. Discussion regarding parking revenue.

Several revenue checks from ParkMobile were not received by the Town, but the vendor will send out new checks. The Town has now entered into an ACH arrangement with ParkMobile, so that is how revenue will be received going forward. There is also an interest in improving cellular communication in Town so that parking customers can access the ParkMobile app. Jesse Melton proposed that a task force be put together to explore this idea.

xii. Discussion and action regarding Police Department equipment.

Motion	Motion to approve payment of \$16,742.42 to Axon Enterprise for tasers for the Police Department that were approved in December 2024.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

Motion	Motion to enter into a five-year service agreement with Axon Enterprise in the amount of \$4,133.58 annually for Police Department body camera equipment and service, in addition to \$3,167.10 for FY 2025 annual maintenance for body cameras.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

c. Ordinance Review Committee.**i. Ordinance Review Committee report.**

Kevin Carden reported that the Ordinance Review Committee recommended approval of the ORC mission statement as amended. Amendments to Article 735, allowing garage sales, was also recommended for approval. The Committee also discussed amendments to Article 1711 Floodplain; the Planning Commission will be sending a draft of recommended changes in that Article to the ORC, as well as to FEMA and the State for their approval. Afterward, it will be considered for approval by the ORC and the Town Council. Amendments to Article 130 Uniform Removal of Members of Commissions, Committees, and Boards were considered to make the grounds for removal more specific, at the request of the Town Attorney. In conjunction with that, the Committee discussed the nomination and appointment process for members of commissions, committees, and boards, as well as transjurisdictional collaboration between the Harpers Ferry and Bolivar Planning Commissions.

ii. **Discussion and action regarding approval of Ordinance Review Committee mission statement.**

Motion	Motion to approve the Ordinance Review Committee mission statement as amended.
Motion by	Chris Craig
Second	Storm DiCostanzo
YES	6
NO	1
Result	MOTION APPROVED

The Mayor asked the Town Clerk to format the approved ORC mission statement to match the formatting of the other committees' mission statements. After reformatting, each of the mission statements should be placed on the Town Council page of the website.

iii. **Discussion and action on first reading for approval of Ordinance 2025-02 Garage Sales.**

Motion	Motion to approve first reading for approval of Ordinance 2025-02 Garage Sales.
Motion by	Jesse Melton
Second	Christian Pechuekonis
YES	7
NO	0
Result	MOTION APPROVED

iv. **Discussion and action on potential ordinance amendment for transjurisdictional collaboration.**

Motion	Motion to direct the Ordinance Review Committee to review and draft an ordinance allowing transjurisdictional collaboration between the Harpers Ferry and Bolivar Planning Commissions.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

v. **Discussion and action on potential ordinance amendments addressing how members are appointed to commissions.**

Motion	Motion to direct the Ordinance Review Committee to examine, amend, and harmonize Town ordinances relating to the appointment of members to commissions and committees as deemed necessary.
Motion by	Storm DiCostanzo

Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

vi. Discussion and action regarding potential ordinance amendment to remove the requirement for physically signed hard copies of meeting minutes.

Motion	Motion to direct the Ordinance Review Committee to examine amending Town ordinances that require physically-signed meeting minutes.
Motion by	Storm DiCostanzo
Second	Jesse Melton
YES	7
NO	0
Result	MOTION APPROVED

d. Board of Zoning Appeals.

i. Discussion and action regarding the use of markers and signs on residentially zoned properties.

Motion	Motion to direct the Ordinance Review Committee to explore an ordinance addressing signs and historic markers on private property.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

e. Planning Commission.

i. Planning Commission report.

Zach Morse reported that the Planning Commission made a recommendation to the Ordinance Compliance Officer that the land disturbance on Fillmore Street follow the stormwater ordinance. Prioritization of Comprehensive Plan items is being reviewed, and work is ongoing toward a final version of the Plan. The Commission revisited the street paving plan. Henry Clay Street was given the highest priority, followed by paving and non-paving repairs. The Planning Commission had no further comments or recommendations on the proposed language amending Ordinance Article 1711 Floodplain. The ordinance will now need to be sent to FEMA for its review, but it is unclear who handles sending it to FEMA. The Planning Commission discussed a potential driveway for the Weaver house.

- ii. **Discussion and action on Planning Commission’s recommendation to amend Part 13 of the Codified Ordinances of Harpers Ferry to define the existing third zoning category.**

Motion	Motion to recommend that the Ordinance Review Committee draft a definition for a third zoning category (the areas shown in green on the zoning map) in the ordinances for a conservation plan.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

- iii. **Discussion and action regarding the installation of turtle crossing signage on Henry Clay Street.**

Motion	Motion to allow the installation of turtle crossing signage on Henry Clay Street and to entertain similar requests in other areas of Town.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

f. Parks and Recreation Commission.

i. Parks and Recreation Commission report.

Zach Morse reported on upcoming Parks and Recreation events, which are also posted on the Town website.

ii. Discussion and action regarding access to the Town’s social media.

This item is already being addressed, so no action is necessary at this time.

g. Internal Operations Committee.

i. General report.

David Simmons reported that the IOC is willing to work with the Mayor on a pending personnel issue.

h. Water Commission.

i. General report from Public Works Administrator.

Stephen Paradis reported that the unaccounted-for water rate was down to 21% for the month of August 2025, the lowest it has been for possibly decades. Terra Works started progress today on paving, which should be completed within about three weeks. Ten truckloads of sludge were removed at the water plant.

ii. General report from Water Commission.

Mike Rock reported that in the past ten years, Elks Run between Sam Michaels Park and Route 430 has dried up. This is concerning, since Elks Run is the primary source of water for the Harpers Ferry Water Works.

i. Dark Skies Committee.

i. Discussion only regarding an update from the Dark Skies Committee.

Karen Sagisi reported that the Dark Skies Committee will meet tomorrow evening to continue work on a draft ordinance for presentation to the Town Council.

6. Unfinished business.

a. Discussion and action regarding engineer's proposal for repairs to Henry Clay Street.

Motion	Motion to send the engineer's proposal to the Budget and Finance Committee for a recommendation on how to proceed with it.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

7. New business.

a. Discussion and action regarding the negotiations of the Post Office lease renewal.

Motion	Motion to send negotiations on Post Office lease renewal to the Budget and Finance Committee for a recommendation to the Town Council.
Motion by	Jesse Melton
Second	Storm DiCostanzo
YES	7
NO	0
Result	MOTION APPROVED

b. Discussion and action regarding seat expiration dates for Commissions.

Motion	Motion to adjust seat expirations for the Tree Commission as presented.
Motion by	Jesse Melton
Second	Chris Craig
YES	7
NO	0
Result	MOTION APPROVED

c. Discussion and action regarding developing a plan to have all Town-owned streets surveyed.

There is currently no survey of all the Town's streets. The Planning Commission will review this item further.

d. Discussion and action regarding establishing a plan to repurpose and fund modification to the first-floor vacant space at the Town Hall.

This item will be brought back for further deliberation next month.

e. Discussion and action regarding waiver of Zoning Compliance Permit Application fee.

Mayor Vaughn recused himself from discussion and action on this item.

Motion	Motion to waive the Zoning Compliance Permit Application fee for the project at 395 York Street for the Trustees of the Harper Cemetery.
Motion by	Storm DiCostanzo
Second	Chris Craig
YES	5
NO	1
Result	MOTION APPROVED

Motion to adjourn by Jesse Melton, second by Storm DiCostanzo. Meeting adjourned at 9:45 p.m.

The above minutes are true and correct, as approved.

Mayor: _____ Date: _____

Recorder: _____ Date: _____

**Corporation of Harpers Ferry Town Council
Special Meeting, Sept. 11, 2025
Harpers Ferry Town Hall
Draft Minutes**

Councilmembers Present: Storm DiCostanzo, presiding
Chris Craig, taking minutes
Christian Pechuekonis
Jesse Melton

Councilmembers Absent: Mayor Greg Vaughn
Recorder Kevin Carden
David Simmons

Also participating: Financial Officer Deb Kelly
Zach Morse, Chair of Planning Commission

Call to Order, Leadership, Agenda:

The meeting was called to order at 5:31 by Storm DiCostanzo.

Jesse Melton moved to have Storm DiCostanzo preside. Chris Craig seconded; passed 4-0.

Storm DiCostanzo moved to have Chris Craig record minutes. Christian Pechuekonis seconded; passed 4-0.

Christian Pechuekonis moved to accept the agenda, moving item #2 to the end. Jesse Melton seconded; passed 4-0.

1. Discussion and action regarding lot line adjustment approval for 189 High Street.

Zach Morse presented background on this adjustment, which was approved by the prior council pending documentation of approval by the adjacent landowners. That documentation was presented.

Jesse Melton moved to approve the lot line adjustment for 189 High Street as presented. Chris Craig seconded; passed 4-0.

2. Discussion and action regarding Corporation of Harpers Ferry RFQ#202501 Paving Contract.

This item was moved to the end of the agenda and discussed in executive session, allowed on matters of involving town contracts.

Storm DiCostanzo moved to discuss item 2 in executive session. Jesse Melton seconded; passed 4-0.

Coming out of executive session at 6:43 pm,

Storm DiCostanzo moved to not make any award to the contract Corporation of Harpers Ferry RFQ#202501 Paving Contract at this time. Jesse Melton seconded; passed 4-0.

3. Discussion and action regarding Harpers Ferry Non-Discrimination Assurances.

Finance Officer Deb Kelly stated the draft policy was supplied by the EPA for federal contracting purposes. It is not in conflict with Harpers Ferry's present non-discrimination ordinances.

Chris Craig moved to adopt the EPA draft Non-Discrimination Assurance statement. Christian Pechuekonis seconded; passed 4-0.

4. Discussion and action regarding updated budgeting of WDA Distribution System Project.

Finance Officer Kelly reported that due to the lower cost of paving and valve work on this project, she expects the project will be completed for around \$150,000 under budget. After seeing the final numbers and receiving guidance from the WDA, the town will likely have additional funds for other water works projects.

5. Discussion and action regarding Eastern Federal Land Access Program Project Application.

Background was presented on this grant, which requires no matching funds from the town. The Mayor has urged Council support, which is required for the National Park's cooperation.

Chris Craig moved to adopt the Resolution of the Corporation of Harpers Ferry in support of a Federal Lands Access Program grant application for the design, engineering, and construction of the High Street Sidewalk Project and direct the mayor to execute the application. Jesse Melton seconded; passed 4-0.

6. Discussion and action regarding cellular reception in Harpers Ferry.

Jesse Melton moved to form an ad hoc committee to study the state of cellular service in Harpers Ferry and create recommendations for its plan and improvement. Christian Pechuekonis seconded.

Storm DiCostanzo moved to amend the motion for the ad hoc committee to consist of three members, with an eye toward future expansion. Jesse Melton seconded; passed 4-0.

The original motion passed as amended 4-0.

Jesse Melton moved to name this committee the Telecommunications Reliability Committee. Christian Pechuekonis seconded; passed 4-0.

Christian Pechuekonis nominated Jesse Melton to chair the committee. No other nominations were received. Jesse Melton elected 4-0.

Adjournment.

Chris Craig moved to adjourn. Christian Pechuekonis seconded; passed 4-0.

The meeting was adjourned at 6:44 pm.

The above minutes are true and correct, as approved.

Mayor: _____ Date: _____

Recorder: _____ Date: _____

**Corporation of Harpers Ferry Town Council
Special Meeting, Sept. 16, 2025
Harpers Ferry Town Hall
Draft Minutes**

Councilmembers Present Recorder Kevin Carden, presiding
Chris Craig, taking minutes
Storm DiCostanzo
Jesse Melton
Christian Pechuekonis
David Simmons

Councilmembers Absent: Mayor Greg Vaughn

Also participating: Town Attorney Kin Sayer
Public Works Administrator Steve Paradis

Call to Order:

Recorder Carden called the meeting to order at 5:33.

Approval of agenda:

Storm DiCostanzo moved to accept the agenda as presented. Jesse Melton seconded; passed 6-0.

1. Discussion and action regarding employee personnel issue.

Storm DiCostanzo moved to go into executive session. David Simmons seconded; passed 6-0.
The Council went into executive session at 5:35 and returned to public session at 6:21.

Storm DiCostanzo moved to terminate the employment of Shawn Veney with the Corporation of Harpers Ferry, effective immediately, due to his failure to maintain the certification necessary for him to perform his job duties. David Simmons seconded; passed 6-0.

Adjournment:

David Simmons moved to adjourn. Storm DiCostanzo seconded; passed 6-0.
The meeting was adjourned at 6:22.

The above minutes are true and correct, as approved.

Mayor: _____ Date: _____

Recorder: _____ Date: _____

Corp. of Harpers Ferry
Profit & Loss Detail (General, Excluding Water & Coal)
August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Ordinary Income/Expense									
Income									
General									
301-01 · Property Tax Current Year									
Deposit	08/05/2025	11893	Sheriff of Jefferson Co.	July 2025 Prop...	General		001 General Fu...	7,157.24	7,157.24
Total 301-01 · Property Tax Current Year								7,157.24	7,157.24
304 · Excise Tax on Utilities									
Deposit	08/22/2025		State of WV	Aug collections	General		001 General Fu...	233.15	233.15
Total 304 · Excise Tax on Utilities								233.15	233.15
305 · Business and Occupation Tax									
Deposit	08/01/2025		Kellgard General Con...	FY 2025 B&O ...	General		001 General Fu...	902.07	902.07
Deposit	08/04/2025	3116632	First Energy	FY 2025 Q4 B...	General		001 General Fu...	18,086.98	18,989.05
Deposit	08/04/2025	2785682	Griffith Energy Servic...	FY 2025 Q4 B...	General		001 General Fu...	2,819.70	21,808.75
Deposit	08/04/2025	2352	Techstar Mechanical ...	FY 2025 Q4 B...	General		001 General Fu...	475.20	22,283.95
Deposit	08/04/2025	34025	Copier Word Process...	FY 2025 Q4 B...	General		001 General Fu...	4.10	22,288.05
Deposit	08/04/2025	2969	Pittsnogle, LLC	FY 2025 Q4 B...	General		001 General Fu...	300.00	22,588.05
Deposit	08/04/2025	1380	L&W Supply Corporat...	FY 0225 Q4 B...	General		001 General Fu...	11.34	22,599.39
Deposit	08/04/2025	4464	Builder Services Group	FY 2025 Q4 B...	General		001 General Fu...	942.20	23,541.59
Deposit	08/04/2025	2517	William Wheatley, Bu...	FY 2025 Q4 B...	General		001 General Fu...	108.00	23,649.59
Deposit	08/04/2025	1189	Point of View	FY 2025 Q4 B...	General		001 General Fu...	48.00	23,697.59
Deposit	08/04/2025	86201...	DeLage Laden Finan...	FY 2025 Q4 B...	General		001 General Fu...	13.97	23,711.56
Deposit	08/04/2025	10606	Russell Roofing Com...	FY 2025 Q4 B...	General		001 General Fu...	24.02	23,735.58
Deposit	08/04/2025	1484	Hill-ROM	FY 2025 Q4 B...	General		001 General Fu...	7.35	23,742.93
Deposit	08/04/2025	1602	Mark W. Rakes Jr Ca...	FY 2025 Q4 B...	General		001 General Fu...	633.91	24,376.84
Deposit	08/04/2025	6003	Towns Inn	FY 2025 Q4 B...	General		001 General Fu...	477.08	24,853.92
Deposit	08/04/2025	3235	Shenandoah Air Con...	FY 2025 Q4 B...	General		001 General Fu...	327.48	25,181.40
Deposit	08/04/2025	6362486	KCI USA INC	FY 2025 Q4 B...	General		001 General Fu...	38.94	25,220.34
Deposit	08/04/2025	128989	Home Paramount	FY 2025 Q4 B...	General		001 General Fu...	329.42	25,549.76
Deposit	08/04/2025	1110	Mountain Mama	FY 2025 Q4 B...	General		001 General Fu...	85.00	25,634.76
Deposit	08/05/2025	2538	Ievegeni Ivnysia	FY 2025 Q4 B...	General		001 General Fu...	69.00	25,703.76
Deposit	08/05/2025	34562	Holtzman Oil Corp.	FY 2025 Q4 B...	General		001 General Fu...	8.38	25,712.14
Deposit	08/11/2025	12166	Innovative Access Te...	FY 2025 Q4 B...	General		001 General Fu...	58.68	25,770.82
Deposit	08/17/2025		Terrace Parking	FY 2025 B&O ...	General		002 WVGOPAY...	26.53	25,797.35
Deposit	08/26/2025	1197	Machrie Management...	FY 2026 Q4 B...	General		001 General Fu...	200.58	25,997.93
Deposit	08/28/2025	1201	Machrie Management...	FY 2025 Q3 B...	General		001 General Fu...	89.27	26,087.20
Total 305 · Business and Occupation Tax								26,087.20	26,087.20
307 · Animal Control Tax									
Deposit	08/11/2025	2518	Angela Banks, Asses...	Animal Tax col...	General		001 General Fu...	35.10	35.10
Total 307 · Animal Control Tax								35.10	35.10
308 · Hotel Motel									
Deposit	08/05/2025	6004	Towns Inn	FY 2025 Q4 R...	Hotel Occ ...		Hotel Motel Tax	3,350.06	3,350.06
Deposit	08/05/2025	1188	Point of View	FY 2025 Q4 R...	Hotel Occ ...		Hotel Motel Tax	240.00	3,590.06
Deposit	08/20/2025	3537828	AirBNB	July 2025 Roo...	Hotel Occ ...		Hotel Motel Tax	3,232.14	6,822.20
Total 308 · Hotel Motel								6,822.20	6,822.20
320 · Fines, Fees & Court Cost									
Deposit	08/02/2025			Tickets	Police		002 WVGOPAY...	15.00	15.00
Deposit	08/04/2025			Tickets	Police		002 WVGOPAY...	175.00	190.00
Deposit	08/05/2025			Tickets	Police		002 WVGOPAY...	175.00	365.00
Deposit	08/06/2025			Tickets	Police		002 WVGOPAY...	175.00	540.00
Deposit	08/11/2025			Tickets	Police		002 WVGOPAY...	175.00	715.00
Deposit	08/12/2025			Tickets	Police		002 WVGOPAY...	525.00	1,240.00
Deposit	08/13/2025			Tickets	Police		002 WVGOPAY...	175.00	1,415.00
Deposit	08/14/2025			Tickets	Police		002 WVGOPAY...	175.00	1,590.00
Deposit	08/22/2025			Tickets	Police		General Court F...	175.00	1,765.00
Deposit	08/22/2025			Tickets	Police		General Court F...	175.00	1,940.00
Deposit	08/24/2025			Tickets	Police		002 WVGOPAY...	350.00	2,290.00
Deposit	08/26/2025			Tickets	Police		002 WVGOPAY...	175.00	2,465.00
Deposit	08/29/2025			Tickets	Police		002 WVGOPAY...	525.00	2,990.00
Total 320 · Fines, Fees & Court Cost								2,990.00	2,990.00
320_399 · Police Department Rev Sources									
321 Parking Violations									
Deposit	08/02/2025			Tickets	General		002 WVGOPAY...	90.00	90.00
Deposit	08/03/2025			Tickets	General		002 WVGOPAY...	80.00	170.00
Deposit	08/04/2025			Tickets	General		002 WVGOPAY...	70.00	240.00
Deposit	08/05/2025			Tickets	General		002 WVGOPAY...	50.00	290.00
Deposit	08/05/2025			Tickets	General		General Court F...	70.00	360.00
Deposit	08/06/2025			Tickets	General		002 WVGOPAY...	50.00	410.00
Deposit	08/07/2025			Tickets	General		002 WVGOPAY...	30.00	440.00
Deposit	08/08/2025			Tickets	General		002 WVGOPAY...	70.00	510.00
Deposit	08/09/2025			Tickets	General		002 WVGOPAY...	30.00	540.00
Deposit	08/11/2025			Tickets	General		002 WVGOPAY...	60.00	600.00
Deposit	08/12/2025			Tickets	General		002 WVGOPAY...	100.00	700.00
Deposit	08/12/2025			Tickets	General		General Court F...	40.00	740.00
Deposit	08/13/2025			Tickets	General		002 WVGOPAY...	40.00	780.00
Deposit	08/14/2025			Tickets	General		002 WVGOPAY...	70.00	850.00
Deposit	08/17/2025			Tickets	General		002 WVGOPAY...	50.00	900.00
Check	08/18/2025	16881	Kevin Donaldson	Refund overpa...	General		001 General Fu...	-36.00	864.00
Deposit	08/18/2025			Tickets	General		002 WVGOPAY...	50.00	914.00
Deposit	08/19/2025			Tickets	General		002 WVGOPAY...	30.00	944.00
Deposit	08/20/2025			Tickets	General		General Court F...	90.00	1,034.00
Deposit	08/20/2025			Tickets	General		002 WVGOPAY...	180.00	1,214.00
Deposit	08/21/2025			Tickets	General		002 WVGOPAY...	26.00	1,240.00

Corp. of Harpers Ferry
Profit & Loss Detail (General, Excluding Water & Coal)
August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Deposit	08/22/2025			Tickets	General		002 WVGOPAY...	40.00	1,280.00
Deposit	08/22/2025			Tickets	General		General Court F...	20.00	1,300.00
Deposit	08/23/2025			Tickets	General		002 WVGOPAY...	20.00	1,320.00
Deposit	08/25/2025			Tickets	General		General Court F...	30.00	1,350.00
Deposit	08/25/2025			Tickets	General		002 WVGOPAY...	120.50	1,470.50
Deposit	08/26/2025			Tickets	General		002 WVGOPAY...	263.00	1,733.50
Deposit	08/27/2025			Tickets	General		002 WVGOPAY...	59.00	1,792.50
Deposit	08/28/2025			Tickets	General		General Court F...	80.00	1,872.50
Deposit	08/29/2025			Tickets	General		002 WVGOPAY...	60.00	1,932.50
Deposit	08/30/2025			Tickets	General		002 WVGOPAY...	50.00	1,982.50
Total 321 Parking Violations								1,982.50	1,982.50
Total 320_399 · Police Department Rev Sources								1,982.50	1,982.50
325 · Licenses									
Deposit	08/05/2025	2538		FY 2026 Busin...	General		001 General Fu...	15.00	15.00
Deposit	08/05/2025	2515	William Wheatley, Bu...	FY 2026 Busin...	General		001 General Fu...	15.00	30.00
Deposit	08/05/2025	2514	In House Inc	FY 2026 Busin...	General		001 General Fu...	15.00	45.00
Deposit	08/05/2025	34562		FY 2026 Busin...	General		001 General Fu...	25.00	70.00
Deposit	08/05/2025		Shenandoah Air Con...	FY 2026 Busi...	General		002 WVGOPAY...	16.50	86.50
Deposit	08/06/2025		Jefferson Constructio...	FY 2026 Busin...	General		002 WVGOPAY...	15.00	101.50
Deposit	08/13/2025		Ericcson, Inc	FY 2026 Busin...	General		002 WVGOPAY...	25.00	126.50
Deposit	08/18/2025	29000...	Expedia.com	FY 2026 Busin...	General		001 General Fu...	25.00	151.50
Deposit	08/18/2025	29000...	HomeAway	FY 2026 Busin...	General		001 General Fu...	25.00	176.50
Deposit	08/18/2025	6016	Towns Inn	FY 2026 Busin...	General		001 General Fu...	15.00	191.50
Deposit	08/18/2025		Fishers of Men Handy...	FY 2026 Busin...	General		001 General Fu...	15.00	206.50
Deposit	08/18/2025	1607	Mark W Rakes Jr Car...	FY 2026 Busin...	Hotel Occ ...		001 General Fu...	15.00	221.50
Deposit	08/18/2025		Home Paramount Pe...	FY 2026 Busin...	General		002 WVGOPAY...	25.00	246.50
Deposit	08/21/2025	14974	Kubic Construction	FY 2026 Busin...	General		001 General Fu...	15.00	261.50
Deposit	08/22/2025		Appalachian Snail	FY 2026 Busin...	General		002 WVGOPAY...	15.00	276.50
Check	08/26/2025	16886	Appalachian Snail	Refund duplica...	General		001 General Fu...	-15.00	261.50
Deposit	08/27/2025		Techstar Mechanical ...	FY 2026 Busin...	General		001 General Fu...	16.50	278.00
Deposit	08/27/2025		Safe and Sound Secu...	FY 2026 Busin...	General		001 General Fu...	15.00	293.00
Deposit	08/28/2025		Wicked Design	FY 2026 Busin...	General		001 General Fu...	27.50	320.50
Deposit	08/28/2025		Comprehensive Prop...	FY 2026 Busin...	General		001 General Fu...	16.50	337.00
Total 325 · Licenses								337.00	337.00
326 · Building Permit Fees									
Check	08/11/2025	16871	East West Enterprise...	Refund ZCPA ...	General		001 General Fu...	-325.00	-325.00
Total 326 · Building Permit Fees								-325.00	-325.00
327 · Miscellaneous Permits (Parking)									
Deposit	08/04/2025	781	McGloin, Patricia	2025 Parking ...	General		001 General Fu...	4.00	4.00
Deposit	08/05/2025		McAteer, Mary Caitlin...	2025 Parking ...	General		001 General Fu...	3.00	7.00
Total 327 · Miscellaneous Permits (Parking)								7.00	7.00
328 · Franchise Fees									
Deposit	08/07/2025	10004...	Comcast	FY 2025 Franc...	General		001 General Fu...	746.05	746.05
Total 328 · Franchise Fees								746.05	746.05
330 · IRP Fees									
Deposit	08/22/2025			Aug collections	General		001 General Fu...	223.78	223.78
Total 330 · IRP Fees								223.78	223.78
345 · Rents & Concessions									
Deposit	08/04/2025	32432...	US Post Office	July 2025 Rent...	General		001 General Fu...	2,357.58	2,357.58
Deposit	08/28/2025	32441...	US Post Office	August Rent R...	General		001 General Fu...	2,357.58	4,715.16
Total 345 · Rents & Concessions								4,715.16	4,715.16
366 · State Government Grants									
Deposit	08/04/2025		State of WV	Reimburseme...	General		001 General Fu...	4,900.00	4,900.00
Deposit	08/04/2025		State of WV	Reimburseme...	General		001 General Fu...	4,900.00	9,800.00
Total 366 · State Government Grants								9,800.00	9,800.00
376 · Table Gaming Income									
Deposit	08/19/2025		State of WV	Greenbrier	General		001 General Fu...	17.89	17.89
Deposit	08/19/2025		State of WV	Aug collection	General		001 General Fu...	1,277.69	1,295.58
Total 376 · Table Gaming Income								1,295.58	1,295.58
380 · Interest Earned on Investments									
Deposit	08/31/2025			Interest	General		Opioid Settlement	3.08	3.08
Deposit	08/31/2025			Interest	Police		HF/Bolivar Drug...	0.67	3.75
Deposit	08/31/2025			Interest	General		SWaN Escrow ...	114.48	118.23
Deposit	08/31/2025			Interest	Park and ...		HF Parks and R...	2.31	120.54
Deposit	08/31/2025			Interest	Hotel Occ ...		Hotel Motel Tax	17.56	138.10
Deposit	08/31/2025			Interest	General		GRANT Operati...	0.03	138.13
Deposit	08/31/2025			Interest	Police		Police Equipt R...	4.01	142.14
Deposit	08/31/2025			Interest	Police		General Court F...	91.50	233.64
Deposit	08/31/2025			Interest	General		001 General Fu...	266.05	499.69
Total 380 · Interest Earned on Investments								499.69	499.69
382 · Refunds and Rebates									
Deposit	08/14/2025		State of WV	2nd Q Rebate ...	General		001 General Fu...	493.94	493.94
Total 382 · Refunds and Rebates								493.94	493.94

Corp. of Harpers Ferry
Profit & Loss Detail (General, Excluding Water & Coal)
August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
397 - Lottery									
Deposit	08/26/2025		State of WV	Video lottery	General		001 General Fu...	70.25	70.25
Total 397 - Lottery								70.25	70.25
Total General								63,170.84	63,170.84
Total Income								63,170.84	63,170.84
Gross Profit								63,170.84	63,170.84
Expense									
001.760 Parking									
Payroll-Parking									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	512.46	512.46
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	607.36	1,119.82
Total Payroll-Parking								1,119.82	1,119.82
PR Taxes-Parking									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	46.13	46.13
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	54.65	100.78
Total PR Taxes-Parking								100.78	100.78
001.761 Parking Expenses									
Check	08/11/2025	16868	Stampfer, Timothy	mileage 7/19-2...	General		001 General Fu...	30.10	30.10
Check	08/18/2025	16880	Stampfer, Timothy	Mileage 8/3-10...	General		001 General Fu...	21.00	51.10
Total 001.761 Parking Expenses								51.10	51.10
Total 001.760 Parking								1,271.70	1,271.70
Culture & Rec Exp									
900 - Parks									
Utilities Pa									
Bill	08/04/2025	00035...	Harpers Ferry Water ...	July usage	General		20000 - Accoun...	50.05	50.05
Bill	08/07/2025	11008...	Potomac Edison	July usage	General		20000 - Accoun...	14.73	64.78
Total Utilities Pa								64.78	64.78
Total 900 - Parks								64.78	64.78
906 - Arts & Humanities -H									
Bill	08/19/2025	12349	Vital Signs	Music on the R...	Hotel Occ ...		20000 - Accoun...	258.00	258.00
Check	08/21/2025	368	Appalachian Chambe...	FY 2026 Festiv...	Hotel Occ ...		Hotel Motel Tax	2,375.00	2,633.00
Total 906 - Arts & Humanities -H								2,633.00	2,633.00
Total Culture & Rec Exp								2,697.78	2,697.78
001.409 - Office of Mayor									
PR Taxes Employer M									
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	127.50	127.50
Total PR Taxes Employer M								127.50	127.50
Salary M									
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	1,666.67	1,666.67
Total Salary M								1,666.67	1,666.67
Total 001.409 - Office of Mayor								1,794.17	1,794.17
001.413 - Office of Treasurer									
Employee Benefits									
Check	08/12/2025	eft	PEIA	Treasurer 2025...	General		Harpers Ferry P...	12.00	12.00
Total Employee Benefits								12.00	12.00
Group Ins. T									
Check	08/12/2025	EFT	PEIA	Treasurer PEI...	General		Harpers Ferry P...	827.98	827.98
Total Group Ins. T								827.98	827.98
Pension Expense T									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	271.49	271.49
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	300.66	572.15
Total Pension Expense T								572.15	572.15
PR Taxes Employer T									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	201.40	201.40
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	226.19	427.59
Total PR Taxes Employer T								427.59	427.59
Salary T									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	3,016.54	3,016.54
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	3,340.62	6,357.16
Total Salary T								6,357.16	6,357.16
Total 001.413 - Office of Treasurer								8,196.88	8,196.88

Corp. of Harpers Ferry
Profit & Loss Detail (General, Excluding Water & Coal)
August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
001.415 - Office of City Clerk									
Health Insurance CC									
Check	08/12/2025	EFT	PEIA	Clerk PEIA Pre...	General		Harpers Ferry P...	827.98	827.98
Total Health Insurance CC								827.98	827.98
OPEB - General									
Check	08/12/2025	eft	PEIA	Clerk 2025 AUG	General		Harpers Ferry P...	12.00	12.00
Total OPEB - General								12.00	12.00
Pension Expense CC									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	222.95	222.95
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	206.14	429.09
Total Pension Expense CC								429.09	429.09
PR Taxes Employer CC									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	185.03	185.03
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	170.75	355.78
Total PR Taxes Employer CC								355.78	355.78
Salary CC									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	2,477.20	2,477.20
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	2,290.44	4,767.64
Total Salary CC								4,767.64	4,767.64
Total 001.415 - Office of City Clerk								6,392.49	6,392.49
001.440 - City Hall									
Payroll Processing-C									
General Journal	08/14/2025			payroll process...	General		001 General Fu...	33.67	33.67
General Journal	08/14/2025			payroll process...	General		001 General Fu...	32.87	66.54
General Journal	08/28/2025			payroll process...	General		001 General Fu...	51.33	117.87
Total Payroll Processing-C								117.87	117.87
Contracted Services C									
Bill	08/01/2025	92814	Advantage Technolog...	INV 92814 Sup...	General		20000 - Accoun...	261.25	261.25
Bill	08/01/2025	92813	Advantage Technolog...	INV 92813 Sup...	General		20000 - Accoun...	55.00	316.25
Bill	08/01/2025	92812	Advantage Technolog...	INV 92812 Sup...	General		20000 - Accoun...	250.00	566.25
Bill	08/01/2025	92557	Advantage Technolog...	INV 92557 Sup...	General		20000 - Accoun...	428.43	994.68
Bill	08/07/2025	92876	Advantage Technolog...	INV 92876 PC...	General		20000 - Accoun...	1,692.75	2,687.43
Bill	08/21/2025	HF-82...	Wicked Design, LLC	INV HF-8212025	General		20000 - Accoun...	1,425.00	4,112.43
Total Contracted Services C								4,112.43	4,112.43
Leased Equipment C									
Check	08/04/2025	EFT	Leaf	Copier lease A...	General		001 General Fu...	104.50	104.50
Total Leased Equipment C								104.50	104.50
Pension Expense C									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	191.61	191.61
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	207.29	398.90
Total Pension Expense C								398.90	398.90
Postage C									
Credit Card Charge	08/27/2025		US Post Office	Kelly, thumb dr...	General		P-Card	8.84	8.84
Total Postage C								8.84	8.84
PR Taxes Employer C									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	258.05	258.05
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	272.65	530.70
Total PR Taxes Employer C								530.70	530.70
Professional Services C									
Bill	08/01/2025	94967	CoxHollidayoung PLLC	FY 2024 Finan...	General		20000 - Accoun...	1,896.76	1,896.76
Total Professional Services C								1,896.76	1,896.76
Salaries & Wages C									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	3,373.30	3,373.30
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	3,564.09	6,937.39
Total Salaries & Wages C								6,937.39	6,937.39
Telephone C									
Bill	08/12/2025	0825	Frontier	Telephone 202...	General		20000 - Accoun...	214.36	214.36
Bill	08/20/2025	07308...	Frontier	AUG usage	General		20000 - Accoun...	76.60	290.96
Bill	08/25/2025	82993...	Comcast Internet	Internet 2025 ...	General		20000 - Accoun...	56.63	347.59
Total Telephone C								347.59	347.59

Corp. of Harpers Ferry

Profit & Loss Detail (General, Excluding Water & Coal)

August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Utilities C									
Bill	08/04/2025	00010...	Harpers Ferry Water ...	July usage, To...	General		20000 · Accoun...	29.02	29.02
Bill	08/07/2025	11008...	Potomac Edison	July usage To...	General		20000 · Accoun...	185.07	214.09
Bill	08/07/2025	11014...	Potomac Edison	July usage To...	General		20000 · Accoun...	20.76	234.85
Bill	08/07/2025	11008...	Potomac Edison	July usage To...	General		20000 · Accoun...	189.57	424.42
Bill	08/25/2025	34413...	Waste Management ...	AUG 2025 tow...	General		20000 · Accoun...	192.11	616.53
Total Utilities C								616.53	616.53
341 G · Materials & Supplies C									
Credit Card Charge	08/07/2025		Adobe Pro	Kelly, subscrip...	General		P-Card	21.19	21.19
Credit Card Charge	08/08/2025		Zoom Video Commu...	Kelly zoom	General		P-Card	92.97	114.16
Credit Card Charge	08/09/2025	Aug 20...	MicroSoft	kelly, visio	General		P-Card	5.30	119.46
Credit Card Charge	08/25/2025	4775709	Checksforless.com	Deposit Slips, ...	General		P-Card	93.95	213.41
Bill	08/26/2025	154473	Automated Office Eq...	Toner	General		20000 · Accoun...	249.46	462.87
Total 341 G · Materials & Supplies C								462.87	462.87
Total 001.440 · City Hall								15,534.38	15,534.38
001.700 · Police Dept									
Pension									
Pension-P									
General Journal	08/18/2025			payroll 8/14	Police		001 General Fu...	291.62	291.62
General Journal	08/28/2025			payroll 8/28	Police		001 General Fu...	272.60	564.22
Total Pension-P								564.22	564.22
Pension MPFRS - P									
General Journal	08/18/2025			payroll 8/14	Police		001 General Fu...	515.12	515.12
General Journal	08/28/2025			payroll 8/28	Police		001 General Fu...	537.19	1,052.31
Total Pension MPFRS - P								1,052.31	1,052.31
Total Pension								1,616.53	1,616.53
Contracted Services-P									
Bill	08/01/2025	92557	Advantage Technolog...	INV 92557 Sup...	Police		20000 · Accoun...	428.43	428.43
Total Contracted Services-P								428.43	428.43
Departmental Supplies-P									
Payroll Processing-P									
General Journal	08/14/2025			payroll process...	Police		001 General Fu...	33.67	33.67
General Journal	08/14/2025			payroll process...	Police		001 General Fu...	32.87	66.54
General Journal	08/28/2025			payroll process...	Police		001 General Fu...	51.33	117.87
Total Payroll Processing-P								117.87	117.87
Office Supplies and Materials									
Bill	08/26/2025	154473	Automated Office Eq...	Toner	Police		20000 · Accoun...	249.46	249.46
Total Office Supplies and Materials								249.46	249.46
Police Dept Supplies									
Bill	08/02/2025	82305...	Motorola Solutions	INV 82305305...	Police		20000 · Accoun...	2,152.96	2,152.96
Total Police Dept Supplies								2,152.96	2,152.96
Total Departmental Supplies-P								2,520.29	2,520.29
PEIA/Workers Comp-P									
246P · OPEB - Police									
Check	08/12/2025	eft	PEIA	Police 2025 A...	Police		Harpers Ferry P...	36.00	36.00
Total 246P · OPEB - Police								36.00	36.00
PEIA/Workers Comp-P - Other									
Check	08/12/2025	EFT	PEIA	POLIC PEIA Pr...	Police		Harpers Ferry P...	5,386.94	5,386.94
Total PEIA/Workers Comp-P - Other								5,386.94	5,386.94
Total PEIA/Workers Comp-P								5,422.94	5,422.94
Maintenance and Repairs-Auto-P									
Bill	08/26/2025	2025-2...	CARS	INV 2021 Plug...	Police		20000 · Accoun...	1,552.24	1,552.24
Total Maintenance and Repairs-Auto-P								1,552.24	1,552.24
PR Taxes Employer -P									
General Journal	08/18/2025			payroll 8/14	Police		001 General Fu...	906.24	906.24
General Journal	08/28/2025			payroll 8/28	Police		001 General Fu...	939.41	1,845.65
Total PR Taxes Employer -P								1,845.65	1,845.65
Printing-Leased Equip. - P									
Check	08/04/2025	EFT	DDL Business	lease printer A...	Police		001 General Fu...	71.50	71.50
Total Printing-Leased Equip. - P								71.50	71.50
Property Ins and Bonds-P									
Bill	08/21/2025	20004...	Cincinnati Insurance ...	Bonds - John ...	Police		20000 · Accoun...	150.00	150.00
Total Property Ins and Bonds-P								150.00	150.00

Corp. of Harpers Ferry
Profit & Loss Detail (General, Excluding Water & Coal)
August 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Salaries and Wages-P									
General Journal	08/18/2025			payroll 8/14	Police		001 General Fu...	11,922.72	11,922.72
General Journal	08/28/2025			payroll 8/28	Police		001 General Fu...	12,356.08	24,278.80
Total Salaries and Wages-P								24,278.80	24,278.80
Telephone-P									
Bill	08/12/2025	0825	Frontier	Telephone 202...	Police		20000 · Accoun...	214.36	214.36
Bill	08/20/2025	07308...	Frontier	AUG usage	Police		20000 · Accoun...	76.60	290.96
Bill	08/25/2025	82993...	Comcast Internet	Internet 2025 ...	Police		20000 · Accoun...	56.63	347.59
Total Telephone-P								347.59	347.59
Utilities-P									
Bill	08/04/2025	00010...	Harpers Ferry Water ...	July Usage To...	Police		20000 · Accoun...	29.02	29.02
Check	08/04/2025	eft	ADT Security	2025 AUG	Police		001 General Fu...	74.88	103.90
Bill	08/07/2025	11008...	Potomac Edison	July usage	Police		20000 · Accoun...	150.76	254.66
Bill	08/25/2025	34413...	Waste Management ...	AUG 2025 tow...	Police		20000 · Accoun...	71.72	326.38
Total Utilities-P								326.38	326.38
Wireless-P									
Bill	08/05/2025	28733...	AT&T	ACCT 287334...	Police		20000 · Accoun...	466.40	466.40
Total Wireless-P								466.40	466.40
WV, Friendship									
Check	08/05/2025	EFT	State of WV	July 2025 Fines	Police		General Court F...	384.00	384.00
Total WV, Friendship								384.00	384.00
Total 001.700 · Police Dept								39,410.75	39,410.75
001.750 · Street Department									
Auto Supplies (Gas & Oil) St									
Bill	08/04/2025	NP689...	Fuelman	NP68917452	General		20000 · Accoun...	243.59	243.59
Total Auto Supplies (Gas & Oil) St								243.59	243.59
Contracted Services St									
Bill	08/08/2025	2465	Viking Tree Service, L...	INV 2465 Fillm...	General		20000 · Accoun...	2,750.00	2,750.00
Total Contracted Services St								2,750.00	2,750.00
Equipment Rent St									
Bill	08/13/2025	27733...	AC & T Co., Inc.	INV 27733CK	General		20000 · Accoun...	80.00	80.00
Total Equipment Rent St								80.00	80.00
Pension Expense St									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	203.36	203.36
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	203.36	406.72
Total Pension Expense St								406.72	406.72
PR Taxes Employer St									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	172.85	172.85
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	172.87	345.72
Total PR Taxes Employer St								345.72	345.72
Salaries & Wages St									
General Journal	08/18/2025			payroll 8/14	General		001 General Fu...	2,259.60	2,259.60
General Journal	08/28/2025			payroll 8/28	General		001 General Fu...	2,259.60	4,519.20
Total Salaries & Wages St								4,519.20	4,519.20
Utilities St									
Bill	08/04/2025	00020...	Harpers Ferry Water ...	July Usage Hy...	General		20000 · Accoun...	240.00	240.00
Bill	08/31/2025	7790	Jeff Co. Solid Waste ...	August debris ...	General		20000 · Accoun...	18.81	258.81
Total Utilities St								258.81	258.81
Total 001.750 · Street Department								8,604.04	8,604.04
001.751 · Street Lights									
Utilities SI									
Bill	08/05/2025	11008...	Potomac Edison	July Usage, St...	General		20000 · Accoun...	1,356.24	1,356.24
Bill	08/07/2025	11011...	Potomac Edison	July usage	General		20000 · Accoun...	33.77	1,390.01
Total Utilities SI								1,390.01	1,390.01
Total 001.751 · Street Lights								1,390.01	1,390.01
001.752 · Street Signs									
Materials & Supplies S									
Bill	08/19/2025	12349	Vital Signs	No Left Turn	General		20000 · Accoun...	55.00	55.00
Total Materials & Supplies S								55.00	55.00
Total 001.752 · Street Signs								55.00	55.00

Corp. of Harpers Ferry

Profit & Loss Detail (General, Excluding Water & Coal)

August 2025

Accrual Basis

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
417 · Office of Attorney									
Bill	08/01/2025	1234639	Bowles Rice LLP	INV 1234639 J...	General		20000 · Accoun...	450.00	450.00
Total 417 · Office of Attorney								450.00	450.00
Total Expense								85,797.20	85,797.20
Net Ordinary Income								-22,626.36	-22,626.36
Net Income								-22,626.36	-22,626.36

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Corp. of Harpers Ferry
Check Detail
September 2025

Item 5.a.i.

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	aCH	09/08/2025	Potomac Edison		001 General Fund Ac...		-189.57
Bill	110081...	08/07/2025			Utilities C	-189.57	189.57
TOTAL						-189.57	189.57
Bill Pmt -Check	aCH	09/08/2025	Potomac Edison		001 General Fund Ac...		-185.07
Bill	110081...	08/07/2025			Utilities C	-185.07	185.07
TOTAL						-185.07	185.07
Bill Pmt -Check	ACH	09/04/2025	Potomac Edison		001 General Fund Ac...		-1,356.24
Bill	110084...	08/05/2025			Utilities SI	-1,356.24	1,356.24
TOTAL						-1,356.24	1,356.24
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		001 General Fund Ac...		-33.77
Bill	110119...	08/07/2025			Utilities SI	-33.77	33.77
TOTAL						-33.77	33.77
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		001 General Fund Ac...		-20.76
Bill	110147...	08/07/2025			Utilities C	-20.76	20.76
TOTAL						-20.76	20.76
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		Water Fund Checking		-10.00
Bill	110081...	08/07/2025			615.3 · Utilities W	-10.00	10.00
TOTAL						-10.00	10.00
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		Water Fund Checking		-2,446.04
Bill	110083...	08/07/2025			615.3 · Utilities W	-2,446.04	2,446.04
TOTAL						-2,446.04	2,446.04
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		Water Fund Checking		-18.05
Bill	110158...	08/07/2025			615.3 · Utilities W	-18.05	18.05
TOTAL						-18.05	18.05
Bill Pmt -Check	ACH	09/08/2025	Potomac Edison		001 General Fund Ac...		-150.76
Bill	110081...	08/07/2025			Utilities-P	-150.76	150.76
TOTAL						-150.76	150.76
Bill Pmt -Check	ACH	09/18/2025	Fuelman		001 General Fund Ac...		-243.27
Bill	NP690...	09/01/2025			Auto Supplies (Gas & ...	-243.27	243.27
TOTAL						-243.27	243.27
Bill Pmt -Check	ACH	09/29/2025	Potomac Edison		001 General Fund Ac...		-14.89
Bill	110086...	09/08/2025			Utilities Pa	-14.89	14.89
TOTAL						-14.89	14.89

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	ACH	09/30/2025	Fuelman		Water Fund Checking		-516.84
Bill	NP690...	09/01/2025			650.8 · Auto & Transp...	-516.84	516.84
TOTAL						-516.84	516.84
Check	eft	09/01/2025	West Virginia Munici...		Water Fund Checking		-1,953.00
					USDA Reserve	-1,953.00	1,953.00
TOTAL						-1,953.00	1,953.00
Check	eft	09/10/2025	PEIA		Harpers Ferry Payrol...		-144.00
					OPEB - General	-12.00	12.00
					246P · OPEB - Police	-36.00	36.00
					OPEB - Water	-84.00	84.00
					Employee Benefits	-12.00	12.00
TOTAL						-144.00	144.00
Check	eft	09/11/2025	USDA		Water Fund Checking		-19,530.00
					428 · USDA 2021 - Bo...	-19,530.00	19,530.00
TOTAL						-19,530.00	19,530.00
Check	EFT	09/02/2025	State of WV		General Court Fund		-324.00
					WV, Friendship	-324.00	324.00
TOTAL						-324.00	324.00
Check	EFT	09/03/2025	Fuelman		001 General Fund Ac...		-1,421.00
					Auto Supplies and Fu...	-1,421.00	1,421.00
TOTAL						-1,421.00	1,421.00
Check	EFT	09/04/2025	DDL Business		001 General Fund Ac...		-71.50
					Printing-Leased Equip...	-71.50	71.50
TOTAL						-71.50	71.50
Check	EFT	09/04/2025	Leaf		001 General Fund Ac...		-209.00
					Leased Equipment C	-104.50	104.50
					Due To General	-104.50	104.50
TOTAL						-209.00	209.00
Check	EFT	09/10/2025	PEIA		Harpers Ferry Payrol...		-13,454.84
					PEIA/Workers Comp-P	-5,386.94	5,386.94
					605.8 · Employee PEI...	-5,521.88	5,521.88
					Family Portion PEIA	-777.00	777.00
					Group Ins. T	-827.98	827.98
					Health Insurance CC	-827.98	827.98
					Optional PEIA	-43.32	43.32
					Optional PEIA	-45.94	45.94
					Optional PEIA	-23.80	23.80
TOTAL						-13,454.84	13,454.84
Bill Pmt -Check	113	09/11/2025	Gwin Dobson & Fore...		2024 Const Trust Fu...		-8,578.61
Bill	91512	07/31/2025			Construction in Progr...	-8,578.61	8,578.61
TOTAL						-8,578.61	8,578.61

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	15381	09/11/2025	Dodson Septic Tank ...		Water Fund Checking		-475.00
Bill	SEPT ...	09/04/2025			631.4PM · Plant Maint...	-475.00	475.00
TOTAL						-475.00	475.00
Bill Pmt -Check	15382	09/11/2025	CoxHollidayoung PL...		Water Fund Checking		-1,074.66
Bill	35307	09/08/2025			Office Supplies and M...	-22.31	67.00
					341 G · Materials & S...	-22.32	67.00
					Professional Services C	-672.03	2,017.34
					620.8 · Office Supplie...	-21.99	66.00
					631.1 · Prof Services-...	-336.01	1,008.66
TOTAL						-1,074.66	3,226.00
Bill Pmt -Check	15383	09/11/2025	Automated Office Eq...		Water Fund Checking		-309.92
Bill	154550	09/02/2025			620.8 · Office Supplie...	-154.96	309.92
					341 G · Materials & S...	-154.96	309.91
TOTAL						-309.92	619.83
Bill Pmt -Check	15384	09/11/2025	Jefferson Publishing...		Water Fund Checking		-223.98
Bill	71710	08/28/2025			660.8 · Advertising & ...	-223.98	223.98
TOTAL						-223.98	223.98
Bill Pmt -Check	15385	09/11/2025	Harpers Ferry Water ...		Water Fund Checking		-35.94
Bill	000100...	09/04/2025			615.3 · Utilities W	-11.98	35.94
					Utilities-P	-11.98	35.93
					Utilities C	-11.98	35.94
TOTAL						-35.94	107.81
Bill Pmt -Check	15386	09/11/2025	Law Office of Hoy S...		Water Fund Checking		-1,332.50
Bill	4720	09/01/2025			631.8 · Legal Fees an...	-1,332.50	1,332.50
TOTAL						-1,332.50	1,332.50
Bill Pmt -Check	15387	09/11/2025	Bank of Charles Town		Water Fund Checking		-345.63
Bill	202508...	09/02/2025			620.7 · Postage And ...	-172.81	345.63
					Postage C	-172.82	345.63
TOTAL						-345.63	691.26
Bill Pmt -Check	15388	09/11/2025	Univar		Water Fund Checking		-3,239.50
Bill	532670...	08/21/2025			618.3 · Plant Chemicals	-3,239.50	3,239.50
TOTAL						-3,239.50	3,239.50
Bill Pmt -Check	15389	09/11/2025	Sisler's Stone Inc		Water Fund Checking		-209.00
Bill	143137	08/21/2025			620.6 · Materials and ...	-104.50	104.50
Bill	143097	08/21/2025			620.6 · Materials and ...	-104.50	104.50
TOTAL						-209.00	209.00
Bill Pmt -Check	15390	09/11/2025	Jefferson Rentals, L...		Water Fund Checking		-31.98
Bill	85973	08/28/2025			620.8PM · Plant Maint...	-31.98	31.98
TOTAL						-31.98	31.98

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	15391	09/11/2025	WV Corp		Water Fund Checking		-4,520.23
Bill	114117	09/01/2025			Insurance and Bonds	-553.01	1,274.73
					Group Ins. St	-543.02	1,251.70
					Property Ins and Bond...	-1,463.22	3,372.84
					656.8 · Ins-Property,Li...	-1,960.98	4,520.23
TOTAL						-4,520.23	10,419.50
Check	15392	09/11/2025	Corporation of Harp...		Water Fund Checking		-6,100.00
					Due To Water	-6,100.00	6,100.00
TOTAL						-6,100.00	6,100.00
Check	15393	09/11/2025	Corporation of Harp...		Water Fund Checking		-2,300.00
					Due To Water	-2,300.00	2,300.00
TOTAL						-2,300.00	2,300.00
Bill Pmt -Check	15394	09/11/2025	CITCO Water		Water Fund Checking		-361.51
Bill	103153...	09/04/2025			618.3 · Plant Chemicals	-361.51	361.51
TOTAL						-361.51	361.51
Check	15395	09/30/2025	Corporation of Harp...		Water Fund Checking		-2,400.00
					Due To Water	-2,400.00	2,400.00
TOTAL						-2,400.00	2,400.00
Check	15396	09/30/2025	Corporation of Harp...		Water Fund Checking		-6,100.00
					Due To Water	-6,100.00	6,100.00
TOTAL						-6,100.00	6,100.00
Check	15397	09/30/2025	Fringe Benefits Man...		Water Fund Checking		-293.12
					24000 · Payroll Liabilit...	-293.12	293.12
TOTAL						-293.12	293.12
Bill Pmt -Check	15398	09/30/2025	Bank of Charles Town		Water Fund Checking		-536.28
Bill	202509...	09/17/2025			620.7 · Postage And ...	-536.28	536.28
TOTAL						-536.28	536.28
Bill Pmt -Check	15399	09/30/2025	Miss Utility		Water Fund Checking		-18.55
Bill	WV25-...	09/08/2025			660.8 · Advertising & ...	-18.55	18.55
TOTAL						-18.55	18.55
Bill Pmt -Check	15400	09/30/2025	Culligan Water		Water Fund Checking		-24.90
Bill	428X1...	09/30/2025			620.8 · Office Supplie...	-12.45	24.90
					341 G · Materials & S...	-12.45	24.91
TOTAL						-24.90	49.81

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	15401	09/30/2025	Homewood Lawn Care		Water Fund Checking		-700.00
Bill	369	08/06/2025			631.4PM · Plant Maint...	-350.00	350.00
Bill	372	09/16/2025			631.4PM · Plant Maint...	-350.00	350.00
TOTAL						-700.00	700.00
Bill Pmt -Check	15402	09/30/2025	Pace Analytical		Water Fund Checking		-98.00
Bill	253063...	09/16/2025			631.3 · Lab Services	-98.00	98.00
TOTAL						-98.00	98.00
Bill Pmt -Check	15403	09/30/2025	CITCO Water		Water Fund Checking		-252.00
Bill	100317...	09/17/2025			618.3 · Plant Chemicals	-252.00	252.00
TOTAL						-252.00	252.00
Bill Pmt -Check	15404	09/30/2025	CORE & MAIN LP		Water Fund Checking		-1,410.17
Bill	X749157	09/17/2025			620.6 · Materials and ...	-1,410.17	1,410.17
TOTAL						-1,410.17	1,410.17
Bill Pmt -Check	15405	09/30/2025	Advantage Technolo...		Water Fund Checking		-856.88
Bill	92557	08/01/2025			Contracted Services C	-142.81	428.43
					Contracted Services-P	-142.81	428.43
Bill	93460	09/01/2025			620.8 · Office Supplie...	-142.82	428.44
					Contracted Services C	-142.81	428.43
					Contracted Services-P	-142.81	428.43
					620.8 · Office Supplie...	-142.82	428.44
TOTAL						-856.88	2,570.60
Bill Pmt -Check	16888	09/08/2025	Viking Tree Service, ...		001 General Fund Ac...		-2,750.00
Bill	2465	08/08/2025			Contracted Services St	-2,750.00	2,750.00
TOTAL						-2,750.00	2,750.00
Bill Pmt -Check	16889	09/08/2025	Wicked Design, LLC		001 General Fund Ac...		-1,425.00
Bill	HF-82...	08/21/2025			Contracted Services C	-1,425.00	1,425.00
TOTAL						-1,425.00	1,425.00
Bill Pmt -Check	16891	09/02/2025	Axon Enterprise Inc		001 General Fund Ac...		-16,742.40
Bill	INUS3...	07/31/2025			001.976 · Public Safety	-16,742.40	16,742.40
TOTAL						-16,742.40	16,742.40
Check	16892	09/11/2025			001 General Fund Ac...		0.00
TOTAL						0.00	0.00
Bill Pmt -Check	16893	09/11/2025	CoxHollidayoung PL...		001 General Fund Ac...		-2,151.34
Bill	35307	09/08/2025			Office Supplies and M...	-44.69	67.00
					341 G · Materials & S...	-44.68	67.00
					Professional Services C	-1,345.31	2,017.34
					620.8 · Office Supplie...	-44.01	66.00
					631.1 · Prof Services-...	-672.65	1,008.66
TOTAL						-2,151.34	3,226.00

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Corp. of Harpers Ferry
Check Detail
September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	16894	09/11/2025	Advantage Technolo...		001 General Fund Ac...		-1,054.97
Bill	93717	09/01/2025			Contracted Services C 620.8 · Office Supplie...	-992.47 -62.50	992.47 62.50
TOTAL						-1,054.97	1,054.97
Bill Pmt -Check	16895	09/11/2025	Advantage Technolo...		001 General Fund Ac...		-113.75
Bill	93716	09/01/2025			Contracted Services C 620.8 · Office Supplie...	-58.75 -55.00	58.75 55.00
TOTAL						-113.75	113.75
Bill Pmt -Check	16896	09/11/2025	Automated Office Eq...		001 General Fund Ac...		-309.91
Bill	154550	09/02/2025			620.8 · Office Supplie... 341 G · Materials & S...	-154.96 -154.95	309.92 309.91
TOTAL						-309.91	619.83
Bill Pmt -Check	16897	09/11/2025	Harpers Ferry Water ...		001 General Fund Ac...		-361.92
Bill	000100...	09/04/2025			615.3 · Utilities W Utilities-P Utilities C	-23.96 -23.95 -23.96	35.94 35.93 35.94
Bill	000200...	09/04/2025			Utilities St	-240.00	240.00
Bill	000350...	09/04/2025			Utilities Pa	-50.05	50.05
TOTAL						-361.92	397.86
Bill Pmt -Check	16898	09/11/2025	Bank of Charles Town		001 General Fund Ac...		-345.63
Bill	202508...	09/02/2025			620.7 · Postage And ... Postage C	-172.82 -172.81	345.63 345.63
TOTAL						-345.63	691.26
Bill Pmt -Check	16899	09/11/2025	CARS		001 General Fund Ac...		-1,552.24
Bill	2025-2...	08/26/2025			Maintenance and Rep...	-1,552.24	1,552.24
TOTAL						-1,552.24	1,552.24
Check	16900	09/11/2025	Stampfer, Timothy		001 General Fund Ac...		-35.00
					001.761 Parkinng Exp...	-35.00	35.00
TOTAL						-35.00	35.00
Bill Pmt -Check	16901	09/11/2025	WV Corp		001 General Fund Ac...		-5,899.27
Bill	114117	09/01/2025			Insurance and Bonds Group Ins. St Property Ins and Bond... 656.8 · Ins-Property, Li...	-721.72 -708.68 -1,909.62 -2,559.25	1,274.73 1,251.70 3,372.84 4,520.23
TOTAL						-5,899.27	10,419.50
Check	16902	09/30/2025	Stampfer, Timothy		001 General Fund Ac...		-39.90
					001.761 Parkinng Exp...	-39.90	39.90
TOTAL						-39.90	39.90

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	16903	09/30/2025	Fringe Benefits Man...		001 General Fund Ac...		-429.96
					24000 · Payroll Liabilit...	-207.38	207.38
					24000 · Payroll Liabilit...	-222.58	222.58
TOTAL						-429.96	429.96
Bill Pmt -Check	16904	09/30/2025	CARS		001 General Fund Ac...		-530.20
Bill	2025-1...	09/11/2025			Maintenance and Rep...	-530.20	530.20
TOTAL						-530.20	530.20
Bill Pmt -Check	16905	09/30/2025	Jeff Co. Solid Waste ...		001 General Fund Ac...		-18.81
Bill	7790	08/31/2025			Utilities St	-18.81	18.81
TOTAL						-18.81	18.81
Check	16906	09/30/2025	Stampfer, Timothy		001 General Fund Ac...		-44.80
					001.761 Parkinng Exp...	-44.80	44.80
TOTAL						-44.80	44.80
Bill Pmt -Check	16907	09/30/2025	CARS		001 General Fund Ac...		-1,065.98
Bill	2025-1...	09/11/2025			Maintenance and Rep...	-1,065.98	1,065.98
TOTAL						-1,065.98	1,065.98
Bill Pmt -Check	16908	09/30/2025	Bowles Rice LLP		001 General Fund Ac...		-450.00
Bill	1236985	09/01/2025			417 · Office of Attorney	-450.00	450.00
TOTAL						-450.00	450.00
Bill Pmt -Check	16909	09/30/2025	MPH Industries		001 General Fund Ac...		-1,508.00
Bill	6026398	09/09/2025			Police Dept Supplies	-1,478.00	1,478.00
					Shipping and Frt	-30.00	30.00
TOTAL						-1,508.00	1,508.00
Bill Pmt -Check	16910	09/30/2025	Culligan Water		001 General Fund Ac...		-24.91
Bill	428X1...	09/30/2025			620.8 · Office Supplie...	-12.45	24.90
					341 G · Materials & S...	-12.46	24.91
TOTAL						-24.91	49.81
Bill Pmt -Check	16911	09/30/2025	Advantage Technolo...		001 General Fund Ac...		-3,406.47
Bill	92557	08/01/2025			Contracted Services C	-285.62	428.43
					Contracted Services-P	-285.62	428.43
					620.8 · Office Supplie...	-285.62	428.44
Bill	92876	08/07/2025			Contracted Services C	-1,692.75	1,692.75
Bill	93460	09/01/2025			Contracted Services C	-285.62	428.43
					Contracted Services-P	-285.62	428.43
					620.8 · Office Supplie...	-285.62	428.44
TOTAL						-3,406.47	4,263.35
Bill Pmt -Check	16912	09/30/2025	Axon Enterprise Inc		001 General Fund Ac...		-3,167.10
Bill	INUS3...	09/20/2025			Police Dept Supplies	-3,167.10	3,167.10
TOTAL						-3,167.10	3,167.10

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Corp. of Harpers Ferry

Check Detail

September 2025

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	16913	09/30/2025	Alpha Consulting En...		001 General Fund Ac...		-4,387.00
Bill	25-987	09/09/2025			001.977 - Street and ...	-4,387.00	4,387.00
TOTAL						-4,387.00	4,387.00
Check	150519	09/23/2025	Corporation of Harp...		252PS - JSB Potoma...		-50,853.45
					Due To General	-50,853.45	50,853.45
TOTAL						-50,853.45	50,853.45

Checks over Purchasing Threshold for approval				
Town Council Meeting 10/13/2025				
Check #	Vendor	INV #		
16899	CARS	2021	Cruiser repair	\$ 1,552.24
16913	Alpha Engineering	25-987	Henry Clay Street Evaluation	\$ 4,387.00
16893	CoxHollidaYoung	35307	Aug Accounting	\$ 2,151.34
15382	CoxHollidaYoung	35307	Aug Accounting	\$ 1,074.66
15388	Univar	53267065	Plant Chemicals bulk purchase	\$ 3,239.50
16907	CARS	1065.98	Cruiser repair	\$ 1,065.98
15386	Hoy Shingleton	Dec-12	Water Legal	\$ 1,332.50
15405	Advantage Technology	92557, 93460	Aug/Sept Maintenance	\$ 856.88
16911	Advantage Technology	92557, 93460, 92876	Aug/Sept Maintenance, Network Hardware	\$ 3,406.47
15404	Core & Main	X749157	Maintenance of Mains Materials	\$ 1,410.17
16914	Advantage Technology	93793, 94651, CM 94697	Micro PC installation, Sept maint	\$ 1,012.50
369	Jefferson Co CVB	FY 2026 Q1	Quarterly Room Occ Tax Disbursement	\$ 15,330.76

**RESOLUTION #11 OF THE TOWN OF HARPERS FERRY
APPROVING INVOICES RELATING TO CONSTRUCTION
AND OTHER SERVICES FOR THE WATER PROJECT AND
AUTHORIZING PAYMENT THEREOF**

WHEREAS, the Town of Harpers Ferry has reviewed the invoices attached hereto and incorporated herein by reference in relation to the construction of the water project funded by the WV Water Development Authority EECG funds and CNB Bank Construction Trust Funds and find as follows;

1. That none of the items for which payment is proposed have been requested from another source.
2. That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a cost of the project.
3. That each of such costs has been otherwise properly incurred.
4. That payment for each of the items proposed is due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Harpers Ferry that the payment of the attached invoices as summarized below are hereby authorized and directed:

VENDOR	WDA Funds	CNB Funds	Total
GD&F	\$0	\$9,124.63	\$9,124.63
Terra Works	\$442,566.90	\$0	\$442,566.90
TOTAL	\$442,566.90	\$9,124.63	\$451,691.53

ADOPTED BY the Council of the Town of Harpers Ferry, at a meeting held on the 11th day of October 2025.

By: _____ Date: _____
Mayor, Gregory Vaughn

Contractor's Application for Payment

Owner:	The Corporation of Harpers Ferry	Owner's Project No.:	Contract No. 2
Engineer:	Gwin Dobson & Foreman	Engineer's Project No.:	N/A
Contractor:	Terra Works, Inc.	Contractor's Project No.:	24.029
Project:	Phase I: Distribution System Improvements Project		
Contract:	Contract No. 2		
Application No.: 5		Application Date: 10/3/2025	
Application Period: From 6/21/2025		to 10/2/2025	

1. Original Contract Price	\$ 3,290,000.00
2. Net change by Change Orders	\$ (39,629.58)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,250,370.42
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,897,416.30
5. Retainage	
a. 5% X \$ 2,897,416.30 Work Completed	\$ 144,870.82
b. X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 144,870.82
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,752,545.48
7. Less previous payments (Line 6 from prior application)	\$ 2,309,978.58
8. Amount due this application	\$ 442,566.90
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 352,954.12

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: TERRA WORKS, INC.
Signature: Ryan W. Miles Sr. Digitally signed by Ryan W. Miles Sr.; DN: cn=US, email=rmiles@terra-works.com, o=Terra Works, Inc., ou=Ryan W. Miles Sr., Date: 2025.10.08 16:21:21-0400
Date: 10/8/2025**Recommended by Engineer**

By: *Ryan W. Miles Sr.*
Title: Senior Project Engineer
Date: 10-8-2025

Approved by Owner

By: _____
Title: _____
Date: _____

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner: The Corporation of Harpers Ferry
Engineer: Gwin Dobson & Foreman
Contractor: Terra Works, Inc.
Project: Phase I: Distribution System Improvements Project
Contract: Contract No. 2

Owner's Project No.: Contract No. 2
Engineer's Project No.: N/A
Contractor's Project No.: 24.029

Application No.: 5 **Application Period:** From 06/21/25 to 10/02/25 **Application Date:** 10/03/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
01.00	Waterline pipe				\$ -		\$ -		\$ -		\$ -
	a. 10" dia C-900 PVC pipe	30.00	LF	\$ 400.00	\$ 12,000.00	27.00	\$ 10,800.00		\$ 10,800.00	90%	\$ 1,200.00
	b. 8" dia C-900 PVC pipe	400.00	LF	\$ 250.00	\$ 100,000.00	137.00	\$ 34,250.00		\$ 34,250.00	34%	\$ 65,750.00
	c. 6" dia C-900 PVC pipe	6,250.00	LF	\$ 175.00	\$ 1,093,750.00	5,894.00	\$ 1,031,450.00		\$ 1,031,450.00	94%	\$ 62,300.00
	d. 4" dia C-900 PVC pipe	1,300.00	LF	\$ 170.00	\$ 221,000.00	1,191.00	\$ 202,470.00		\$ 202,470.00	92%	\$ 18,530.00
	e. 2" dia C-900 PVC pipe	250.00	LF	\$ 145.00	\$ 36,250.00	240.00	\$ 34,800.00		\$ 34,800.00	96%	\$ 1,450.00
	f. 1" dia C-900 PVC pipe	450.00	LF	\$ 135.00	\$ 60,750.00	848.00	\$ 114,480.00		\$ 114,480.00	188%	\$ (53,730.00)
02.00	Steel casing pipe				\$ -		\$ -		\$ -		\$ -
	a. 12" dia ASTM A-252 (open cut)	120.00	LF	\$ 350.00	\$ 42,000.00	37.00	\$ 12,950.00		\$ 12,950.00	31%	\$ 29,050.00
	b. 16" dia ASTM A-252 (open cut)	15.00	LF	\$ 400.00	\$ 6,000.00		\$ -		\$ -	0%	\$ 6,000.00
03.00	Waterline fittings				\$ -		\$ -		\$ -		\$ -
	a. 10"x10"x6"x6" cross, DIMJ w/ retainer glands	1.00	EA	\$ 4,000.00	\$ 4,000.00	-	\$ -		\$ -	0%	\$ 4,000.00
	b. 10"x10"x6" tee, DIMJ w/ retainer glands	3.00	EA	\$ 4,000.00	\$ 12,000.00	1.00	\$ 4,000.00		\$ 4,000.00	33%	\$ 8,000.00
	c. 8"x8"x8" tee, DIMJ w/ retainer glands	1.00	EA	\$ 3,500.00	\$ 3,500.00	2.00	\$ 7,000.00		\$ 7,000.00	200%	\$ (3,500.00)
	d. 8" 45 bend, DIMJ w/ retainer glands	2.00	EA	\$ 2,500.00	\$ 5,000.00	2.00	\$ 5,000.00		\$ 5,000.00	100%	\$ -
	e. 8" 22-1/2 bend, DIMJ w/ retainer glands	1.00	EA	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -
	f. 8" cap, DIMJ w/ retainer glands	3.00	EA	\$ 1,250.00	\$ 3,750.00	3.00	\$ 3,750.00		\$ 3,750.00	100%	\$ -
	g. 8"x6" reducer, DIMJ w/ retainer glands	1.00	EA	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -
	h. 8"x4" reducer, DIMJ w/ retainer glands	1.00	EA	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00		\$ 1,750.00	100%	\$ -
	i. 6"x6"x6" tee, DIMJ w/ retainer glands	9.00	EA	\$ 3,500.00	\$ 31,500.00	6.00	\$ 21,000.00		\$ 21,000.00	67%	\$ 10,500.00
	j. 6"x6"x4" tee, DIMJ w/ retainer glands	2.00	EA	\$ 3,350.00	\$ 6,700.00	1.00	\$ 3,350.00		\$ 3,350.00	50%	\$ 3,350.00
	k. 6" 90 bend, DIMJ w/ retainer glands	6.00	EA	\$ 2,000.00	\$ 12,000.00	10.00	\$ 20,000.00		\$ 20,000.00	167%	\$ (8,000.00)
	l. 6" 45 bend, DIMJ w/ retainer glands	9.00	EA	\$ 1,500.00	\$ 13,500.00	8.00	\$ 12,000.00		\$ 12,000.00	89%	\$ 1,500.00
	m. 6" 22-1/2 bend, DIMJ w/ retainer glands	10.00	EA	\$ 1,500.00	\$ 15,000.00	6.00	\$ 9,000.00		\$ 9,000.00	60%	\$ 6,000.00
	n. 6" 11-1/4 bend, DIMJ w/ retainer glands	4.00	EA	\$ 1,500.00	\$ 6,000.00	4.00	\$ 6,000.00		\$ 6,000.00	100%	\$ -
	o. 6" cap (type as required)	6.00	EA	\$ 1,000.00	\$ 6,000.00	1.00	\$ 1,000.00		\$ 1,000.00	17%	\$ 5,000.00
	p. 6" cap, DIMJ w/ retainer glands	1.00	EA	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -
	q. 6"x1" CC cap	1.00	EA	\$ 1,150.00	\$ 1,150.00	1.00	\$ 1,150.00		\$ 1,150.00	100%	\$ -
	r. 6"x4" reducer, DIMJ w/ retainer glands	2.00	EA	\$ 1,500.00	\$ 3,000.00	3.00	\$ 4,500.00		\$ 4,500.00	150%	\$ (1,500.00)
	s. 4"x4"x4" tee, DIMJ w/ retainer glands	2.00	EA	\$ 3,000.00	\$ 6,000.00	2.00	\$ 6,000.00		\$ 6,000.00	100%	\$ -
	t. 4" 90 bend, DIMJ w/ retainer glands	2.00	EA	\$ 1,750.00	\$ 3,500.00	-	\$ -		\$ -	0%	\$ 3,500.00
	u. 4" 45 bend, DIMJ w/ retainer glands	2.00	EA	\$ 1,250.00	\$ 2,500.00	-	\$ -		\$ -	0%	\$ 2,500.00
	v. 4" 22-1/2 bend, DIMJ w/ retainer glands	1.00	EA	\$ 1,250.00	\$ 1,250.00	-	\$ -		\$ -	0%	\$ 1,250.00
	w. 4" cap (type as required)	2.00	EA	\$ 800.00	\$ 1,600.00	6.00	\$ 4,800.00		\$ 4,800.00	300%	\$ (3,200.00)
	x. 4" cap, DIMJ w/ retainer glands	4.00	EA	\$ 650.00	\$ 2,600.00	-	\$ -		\$ -	0%	\$ 2,600.00
	y. 2" cap (type as required)	4.00	EA	\$ 600.00	\$ 2,400.00	2.00	\$ 1,200.00		\$ 1,200.00	50%	\$ 1,200.00
	z. 2" corp stop/ reconnect	1.00	EA	\$ 1,750.00	\$ 1,750.00	1.00	\$ 1,750.00		\$ 1,750.00	100%	\$ -
	aa. 1" corp stop/ reconnect	1.00	EA	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ 1,500.00	100%	\$ -
	bb. 1-1/4" cap (type as required)	2.00	EA	\$ 1,650.00	\$ 3,300.00	-	\$ -		\$ -	0%	\$ 3,300.00
	cc. 1" cap (type as required)	2.00	EA	\$ 300.00	\$ 600.00	7.00	\$ 2,100.00		\$ 2,100.00	350%	\$ (1,500.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	The Corporation of Harpers Ferry	Owner's Project No.:	Contract No. 2
Engineer:	Gwin Dobson & Foreman	Engineer's Project No.:	N/A
Contractor:	Terra Works, Inc.	Contractor's Project No.:	24,029
Project:	Phase I: Distribution System Improvements Project		
Contract:	Contract No. 2		

Application No.: 5				Application Period:				From 06/21/25		to 10/02/25		Application Date: 10/03/25			
A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
		Item Quantity	Units	Unit Price (\$)	Estimated Quantity Incorporated in the Work		Value of Work Completed to Date (E X G) (\$)								
		Change Orders													
CO 1	Curb Stops	67.00	EA	\$767.52	51,423.84	95.00	\$72,914.40		72,914.40	142%	(21,490.56)				
CO 2	Delete EFI PRV and revise existing vault	1.00	LS	-\$94,353.42	(94,353.42)		\$0.00		-	0%	(94,353.42)				
CO3	Trench Asphalt Paving with 3" Depth Asphalt Binder	1,210.00	SY	\$40.00	48,400.00	1,768.75	\$70,750.00		70,750.00	146%	(22,350.00)				
CO 3	5" to 1.5" Depth Asphalt Leveling Course	170.00	TN	\$295.00	50,150.00	160.15	\$47,244.25		47,244.25	94%	2,905.75				
CO3	1.5" Depth Asphalt Wearing Course (No Milling)	3,700.00	SY	\$30.00	111,000.00	3,675.81	\$110,274.30		110,274.30	99%	725.70				
CO3	1.5" Depth Asphalt Wearing Course (With Milling)	3,700.00	SY	\$35.00	129,500.00	4,343.98	\$152,039.30		152,039.30	117%	(22,539.30)				
CO3	Pointfield Drive Contingent Proposal Pavement Repairs	125.00	SY	\$137.00	17,125.00	171.25	\$23,461.25		23,461.25	137%	(6,336.25)				
CO3	Asphalt Credits	1.00	LS	-\$352,875.00	(352,875.00)		\$0.00		-	0%	(352,875.00)				
Change Order Totals						\$	\$476,683.50	\$	-	-1203%	\$ (516,313.08)				
Original Contract and Change Orders															
Project Totals						\$	\$2,897,416.30	\$	-	89%	\$ 352,954.12				



GWIN
DOBSON &
FOREMAN

ENGINEERS



3121 FAIRWAY DRIVE ALTOONA, PA 16602
814.943.5214 FAX 814.943.8494
WWW.GDFENGINEERS.COM

Corporation of Harpers Ferry
Attn: Deb Kelly
1000 Washington Street
PO Box 217
Harpers Ferry, WV 25425

Invoice number 91660
Date 08/31/2025

Project 22050 Harpers Ferry (WV) IJDC Funding
Application

For the period August 1, 2025 to August 30, 2025

Professional engineering services for Contract No. 2 - Phase I Distribution System Improvement Project - Base
Bid. Construction Administration and Resident Project Representative Services. Paving revisions, quantity
estimation coordination with WVDOH.

Labor

David T. Gustkey
Resident Engineer -- T-3
Leo J. Drass, Jr., P.E.
Senior Project Engineer--P-5

	Hours	Rate	Billed Amount
	76.00	89.70	6,817.20
	4.00	141.05	564.20

Direct Expenses

Lodging
Meals
Mileage

	Units	Rate	Billed Amount
	2.00	300.00	600.00
	6.00	60.00	360.00
	1,169.00	0.67	783.23

Invoice total **9,124.63**

Respectfully submitted,

Leo J. Drass, Jr., P.E.
Senior Project Engineer

Date 9/11/25
Inv. # 91660
Amt. \$9,124.63
Due _____
Acct. CEP
Class W Appr. _____

RES #11

TERMS: PAYMENT DUE 30 DAYS UPON RECEIPT, AFTER 30 DAYS, INTEREST WILL
BE ADDED AT THE RATE OF 1-1/2% PER MONTH ON THE UNPAID BALANCE.

WDA Grant

	CLASSIFICATION	APPROVED BUDGET	ADJUSTMENTS	REVISED BUDGET	PAID PRIOR TO THIS DRAW	REQUESTED THIS REQUEST	PAID TO DATE	BALANCE REMAINING
1	Construction & Cons. Cont.							
	a. Contract 1 -	2,928,500.00	0.00	2,928,500.00	2,309,978.58	442,566.90	2,752,545.48	175,954.52
	b. Contract 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Contract 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Construction contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Technical Services							
	a. Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	b. Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Bidding & Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	e. Eng. During construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	f. Inspection	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	g. Special Services		0.00	0.00	0.00	0.00	0.00	0.00
	I&I Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Asset Management Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Funding Assistance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Legal/Fiscal							
	a. Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	b. PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Administrative							
	a. Administrative Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	b. Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Sites & Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Design Loan Payoff	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Financing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	TOTAL of Lines 1 through 10	2,928,500.00	0.00	2,928,500.00	2,309,978.58	442,566.90	2,752,545.48	175,954.52

CNB Loan

	CLASSIFICATION	APPROVED BUDGET	ADJUSTMENTS	REVISED BUDGET	PAID PRIOR TO THIS DRAW	REQUESTED THIS REQUEST	PAID TO DATE	BALANCE REMAINING
1	Construction & Cons. Cont.							
	a. Contract 1 -	361,500.00	-39,629.58	321,870.42	0.00	0.00	0.00	321,870.42
	b. Contract 2 -	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Contract 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Construction contingency	132,000.00	39,629.58	171,629.58	0.00	0.00	0.00	171,629.58
2	Technical Services							
	a. Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	b. Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Bidding & Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	e. Eng. During construction	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
	f. Inspection	100,000.00	0.00	100,000.00	58,299.70	9,124.63	67,424.33	32,575.67
	g. Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	I&I Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Asset Management Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Funding Assistance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Legal/Fiscal							
	a. Legal	4,000.00	0.00	4,000.00	1,897.50	0.00	1,897.50	2,102.50
	b. PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Administrative							
	a. Administrative Expenses	3,000.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00
	b. Bond Counsel	32,500.00	0.00	32,500.00	32,500.00	0.00	32,500.00	0.00
	c. Accounting	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00
	d. Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Sites & Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Archaeologist	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Financing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	TOTAL of Lines 1 through 10	700,000.00	0.00	700,000.00	160,697.20	9,124.63	169,821.83	530,178.17

Total

	CLASSIFICATION	APPROVED BUDGET	ADJUSTMENTS	REVISED BUDGET	PAID PRIOR TO THIS DRAW	REQUESTED THIS REQUEST	PAID TO DATE	BALANCE REMAINING
1	Construction & Cons. Cont.							
	a. Contract 1 -	3,290,000.00	-39,629.58	3,250,370.42	2,309,978.58	442,566.90	2,752,545.48	497,824.94
	b. Contract 2 - sludge contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Contract 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Construction contingency	132,000.00	39,629.58	171,629.58	0.00	0.00	0.00	171,629.58
2	Technical Services							
	a. Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	b. Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	c. Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	d. Bidding & Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	e. Eng. During construction	65,000.00	0.00	65,000.00	65,000.00	0.00	65,000.00	0.00
	f. Inspection	100,000.00	0.00	100,000.00	58,299.70	9,124.63	67,424.33	32,575.67
	g. Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	I&I Study and Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Asset Management Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Funding Assistance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Legal/Fiscal							
	a. Legal	4,000.00	0.00	4,000.00	1,897.50	0.00	1,897.50	2,102.50
	b. PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Administrative							
	a. Administrative Expenses	3,000.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00
	b. Bond Counsel	32,500.00	0.00	32,500.00	32,500.00	0.00	32,500.00	0.00
	c. Accounting	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00
	d. Registrar Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Sites & Other Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Design Loan Payoff	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Financing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	TOTAL of Lines 1 through 10	3,628,500.00	0.00	3,628,500.00	2,470,675.78	451,691.53	2,922,367.31	706,132.69



CORNERSTONE

FROM THE GROUND UP

SNOW & ICE MANAGEMENT

PROPOSAL

Hi Corporation of Harpers Ferry!

Thank you so much for allowing Cornerstone Lawn Services to provide an estimate for the services you requested. If you have any questions or concerns regarding this estimate please feel free to call our office at [304-707-0437](tel:304-707-0437) or email us at office@cornerstonelawnservices.com anytime! It's been a pleasure and we look forward to hearing from you soon!

Respectfully,

Cornerstone Lawn Services LLC
www.cornerstonelawnservices.com

WHO IS CORNERSTONE?

Since its founding in 2010, Cornerstone Lawn Services has worked hard become one of the **PREMIER** Lawn and Landscape companies in the tri-state area! We have helped develop and maintain our local community through both residential and commercial landscape maintenance, design, and installation. Cornerstone's success is directly attributed to our excellent team of managers, staff, and customers! Cornerstone continues to provide top notch service to our clients through the use of state of art equipment and technologies. Let our team prove to you why Cornerstone is the right choice... ***"We are excellent at what we do, and if you would consider giving us a chance, we can show you too!"***

WHAT MAKES US UNIQUE?



We provide a clean & professional presentation!



We answer the phone! We return emails! We're here to serve you!



We stand behind our work! If it's wrong, we will make it right!



We follow industry guidelines and standard practice!



We offer solutions! Custom plans for every customer!

OUR MISSION STATEMENT

Cornerstone Lawn Services is committed to providing the best quality and service to their customers. In today's world, reputation is everything! We will strive for nothing less than satisfaction! Our uniformed employees and state of the art equipment show that we care about how we present ourselves and the customers we serve.

ASK OUR CUSTOMERS ABOUT THEIR EXPERIENCE



**SUPER FAST
SERVICE, AND
A FRIENDLY
PROFESSIONAL
TEAM!**

- EDWARD LEE

CORNERSTONE LAWN SERVICES



**LONG TIME
CUSTOMER OF
CORNERSTONE
AND NOTHING
BUT GOOD
THINGS TO SAY!**

- ALEXANDER GOODMAN

CORNERSTONE LAWN SERVICES



**WORKING WITH
CORNERSTONE
HAS BEEN SO
EASY!**

- RACHELLE

CORNERSTONE LAWN SERVICES



**CORNERSTONE IS
FANTASTIC! THIS
IS THE A-TEAM!!**

- RAY MIREIDER

CORNERSTONE LAWN SERVICES



**PROFESSIONAL,
FLEXIBLE,
AND GREAT
COMMUNICATION**

- TOM MANION

CORNERSTONE LAWN SERVICES



**INCREDIBLE
WORK ETHIC,
COMPETITIVE
PRICING, AND
PUNCTUAL!**

- SEAN RHODES

CORNERSTONE LANDSCAPE SUPPLY

MY SNOW & ICE MANAGEMENT AGREEMENT



SNOW & ICE MANAGEMENT

SNOW REMOVAL

(2HR Minimum) - Snow will be plowed from parking lots, behind the buildings, loading docks, dumpster areas, entrance and exit ways to the property. Contractor will place piles of snow where they feel is best for both traffic flow and additional snowfall purposes. Price is per 2" of snow fall. Contractor requests a POC in which they can call should there be any questions, or needs during servicing the property.

Given the size of this property, we would suggest having at least 1 machine(s) onsite at all times to make sure the site is properly, and effectively maintained throughout any winter weather event. Should additional equipment be needed, we would first contact our POC for authorization before continuing.

****If there are places that snow cannot be piled or placed it is the responsibility of client to notify the contractor before service begins.****

SNOW SHOVELING

All walkways and sidewalks will be cleared during each visit to help encourage safe passage of customers, and staff members. Walkways may be cleared with a snow shovel, snow blower, or small plow equipment as deemed necessary.

SALT APPLICATION

Salt applications are performed as a pre-treatment, and post treatment service with each winter weather event. Treatment of surfaces will include parking lots, walkways, driveways, and outdoor stairs. Only selective salting will occur while plowing, unless the weather predictions are calling for excessive snowfall, or icing, in which we would then treat as needed to insure the site is safe for customers, and employees.

Sidewalks will be treated as needed throughout each winter weather event to insure the site is safe for customers, and employees. For facilities concerned with the salt contaminating local water supplies, road beds, and turf areas, we like to offer a Premium Ice Melt that is environmentally formulated and specially enhanced with a Corrosion Inhibitor, making this product an eco friendly alternative ice melter.

_____ ****Premium Ice Melt is \$450.00 Per Ton OR \$45.00 Per Bag**** (Please initial for Premium Ice Melt Selection)

SNOW & ICE MANAGEMENT ACTION PLAN

- ✓ Weather monitoring, utilizing the latest meteorological technology which enables us to be proactive and stay ahead of the inclement weather. Email notifications of forecasted winter weather, and action plans.
- ✓ Pre-treatment and post-treatment of surfaces, including parking lots, walkways, driveways, and outdoor stairs as needed
- ✓ Shoveling snow and ice to open sidewalks and pathways so pedestrians are safely able to traverse your property
- ✓ Snow plowing, to make way for vehicles as well as foot traffic on parking lots and roadways. During each event, drive lanes will be kept open enough to allow safe passage. Once the winter weather event is over, our teams will circle back for extended clearing and clean up
- ✓ Apply ice-control products as needed throughout the winter weather event to provide safe passage for homeowners, customers, and employees
- ✓ 24/7 Emergency service, with the promise that we will be there day or night performing snow and ice maintenance, based on the terms of our customer agreement
- ✓ Colored areas on your snow plow map will identify Primary, and Secondary areas, as well as priority areas of clearing during each event. Our goal is to provide a comprehensive "Action Plan" in efforts of maintaining your property with the utmost professionalism and care for the safety of others.

ADDITIONAL SERVICES

Additional services are simply provided should we experience a large winter weather event. All machinery based rates have a 2 hour minimum requirement. Should we see predictions for a large winter weather event please call in advance to secure your support. Please note that all additional services will come on a first come first serve basis upon authorization. During large events, mobilization of excess equipment can be delayed. We thank you in advance for your patience!

Snow Plow Truck - \$120.00hr

Small Loader (40-80HP) - \$150.00hr

Mid Size Loader (80-100HP) - \$175.00hr

Large Wheel Loader (100+HP) - \$200.00hr

Man w/Shovel - \$45.00hr

Man w/Snow Blower - \$70.00hr

Man w/Compact Plow - \$95.00hr

Snow Hauling - 10 Ton Dump Truck - \$175.00hr

Snow Hauling - 20 Ton Dump Truck - \$225.00hr

Equipment Mobilization - \$125 Per Unit

SNOW & ICE MANAGEMENT RATES

CUSTOMER:

Corporation of Harpers Ferry
1000 Washington St
Harpers Ferry, WV, 25425
pmorse@harpersferrywv.us;jbrown@harpersferrywv.us

SALES REP:

Hannah Persing
Estimate Number:10796

Estimate Date: 10/6/2025

Estimate Description	Amount
Snow Plow Truck w/Spreader - Per Hr.	120.00
Sidewalk Labor Shoveling/Spreading - Per Man Hr.	45.00
Sidewalk Chemical - Per Bag	28.00
Salt Application - Per Ton	300.00
Street Sweeping	2260.00
Total	\$2,753.00

Cornerstone Lawn Services LLC proposes to supply all labor, materials, and insurance to perform snow and ice removal. All work will be completed in a professional manner according to standard practices. All agreements contingent upon accidents or delays beyond our control. There will be a 25% holiday surcharge applied to the rates herein in the event that there is an occurrence on the following days: Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day.

WEATHER WATCH & CERTIFIED SNOW TOTALS

The use of weather measurement tools such as local Weather Applications, Verifreeze Tracking, and Certified Snowfall Total reporting systems are used to manage and navigate each winter weather event. This allows us to be consistently updated and informed of any changes such as weathers patterns, ground and air temperature, and freeze or refreeze probability. At the end of each weather event Cornerstone Lawn Services receives a Certified Snowfall Report outlining the recent weather event. This report is available to our customers at any time and is commonly submit with our final invoice for your review. This allows our customers to have a peace of mind that our team is positioned and equipped to provide the best service available!

PRE SEASON & LATE SEASON COMMITMENT

All Snow & Ice Management agreements signed before October 31st will receive "Pre Season Rates" and will lock in your rates for the remainder of this agreement. Any agreements signed after November 1st will receive "Standard Season Rates" and will receive a 5% rate increase. Agreements that are signed after December 15th will receive "Late Season Rates" and will receive a 10% rate increase. Agreements that are signed within 72 hours of any winter weather event will receive "Last Minute Rates" and will receive a 25% rate increase based on the rates provided in this agreement.

CANCELLATION CLAUSE

Once accepted, termination of this contract can only be made in writing with a 30 day cancellation notice for failure to provide services as outlined within this contract. In addition, the contractor must have been notified in writing of any claimed deficiencies in services or performance and given an opportunity to correct any such errors at the time they are discovered. Locating a cheaper service provider is not grounds for dissolution of this service agreement. Because these properties will be scheduled as part of a service route and once scheduled, additional work opportunities may have been turned away, Cornerstone Lawn Services, LLC must mutually agree to terminate this contract at its discretion, for any reason other than failure to provide services. If allowed to terminate this agreement prior to its end date, Corporation of Harpers Ferry agrees to pay Cornerstone Lawn Services, LLC the sum amount equal to 3 times the service costs for a 2-4 inch snowfall.

INSURANCE & LIABILITY

Cornerstone Lawn Services, LLC carries all appropriate insurances, and coverages necessary to service, and maintain commercial and industrial properties. Commercial General Liability \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate. Client can be listed as an additionally insured upon request. A copy of the COI (Certificate of Insurance) can also be provided upon request. All insurances will be maintained without interruption or suspension during the entire performance of this agreement.

Cornerstone Lawn Services, LLC works in efforts of compliance with SIMA (The National Snow & Ice Management Association) Should the customer elect to go against standard Snow & Ice Management Practices outlined by SIMA then Cornerstone Lawn Services, LLC will not be held liable for any damages, delays, injuries, or accidents based on improper snow management practices. The client agrees to indemnify, defend, and hold harmless Cornerstone Lawn Services, LLC, its owners, agents, and employees from any claims, liabilities, damages, or expenses (including attorney's fees) arising from or related to injuries, accidents, or property damage occurring on the premises after services have been performed in accordance with this agreement. Limitation of Liability: Cornerstone's total liability under this agreement, regardless of cause or theory of recovery, shall not exceed the total amount paid by the client for services rendered in the 30 days preceding the incident.

TERM AGREEMENT

The term of this agreement is for 2 seasons and shall commence on the date signed below and will end on March 31st of the second season. Cornerstone shall have the right, in its sole discretion to terminate this agreement with 30 days prior written notice to the customer. If the property is sold to a new owner, they may either assign this agreement or terminate it without any penalty, fee, cost or payment. In adherence to our commitment to quality service and in consideration of various cost factors, there will be an annual price increase of 5% for the duration of our Snow & Ice Management contract. This adjustment is essential to ensure that we can continue delivering the highest standards of care and safety for your property. The modest annual increment reflects our dedication to maintaining service excellence, covering rising operational costs, and implementing sustainable business practices.

BILLING TERMS & CONDITIONS

Invoices will be generated upon completion of service, and will be mailed or emailed within 7 days after the winter weather event has ended. All payments are due within 30 days of the invoice date. Credit, Debit, ACH & Direct Deposit are accepted. A 3% convenience fee will be added to any credit card transactions to cover processing costs. This fee reflects the actual cost our business incurs and will not exceed the percentage permitted by applicable federal guidelines and card network rules. In the event that a payment is returned or declined due to insufficient funds, the client will be charged a \$35 insufficient funds fee in addition to the original payment amount. Cost of collections will be charged to client in case of payment delinquency, returned check, or legal fees. In the event of any legal action, claim, or dispute arising out of or relating to this agreement, the parties hereby agree that the exclusive jurisdiction and venue shall be in the state and federal courts located in Jefferson County, West Virginia. Both parties consent to the personal jurisdiction of such courts and waive any objections based on venue or forum non conveniens. Signed agreements are binding and must be honored until the end of this agreement. A 10% late fee will be implemented after 30 days of the unpaid invoice. Contractor has the right to pause and/or cancel any additional service should any invoice reach 60 days past due. Subject to state sales tax. Should this document be electronically signed, I too authorize that I have read and understand the terms and conditions of this agreement entirely.

WEATHER CONDITIONS

"Force Majeure" - Cornerstone Lawn Services shall not be liable for any failure or delay in performing its obligations under this contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, severe weather conditions, natural disasters, war, terrorism, civil disturbances, strikes, labor disputes, governmental actions, or any other event that renders performance impossible or impractical. Cornerstone Lawn Services will make reasonable efforts to resume services as soon as possible following any such event. If the Force Majeure event continues for an extended period, either party may terminate this contract upon written notice.

OUR COMMITMENT TO YOU

Cornerstone Lawn Services commits and reserves the right to you to perform all services and duties mentioned above with a professional manner according to standard practices with winter storm management and reserves the right to use additional services and salt applications as the weather event requires. If you have any questions or concerns about this proposal or would like to make adjustments please feel free to call our office at [304-707-0437](tel:304-707-0437) or

Email: office@cornerstonelawnservices.com

I HEREBY HAVE READ & UNDERSTAND THE ABOVE

To Accept This Proposal Digitally Continue Scrolling:

[Trouble signing, click here!](#)

To Accept This Proposal With A Wet Ink Signature Please Print Document and Sign Below:

X _____

Client Signature

Date: _____

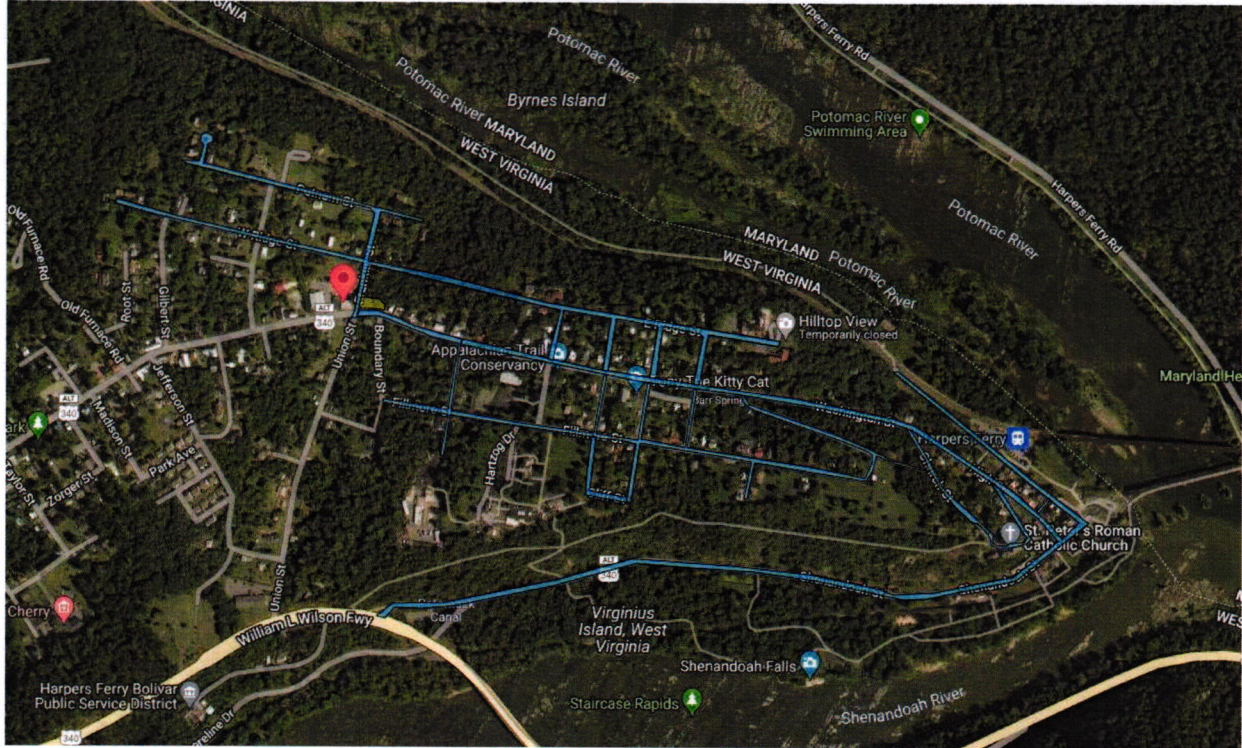
X _____

Cornerstone Lawn Services LLC

Date: _____

Addendum: There are only two individuals who have the authority to make any decisions regarding snow removal, The Mayor Gregory Vaughn, and the chief of police John Brown. The Mayor or the Chief of Police shall contact Cornerstone in the event of a storm of less than 2 inches of snow, whereby Cornerstone shall clear the sidewalks per the contract. The Mayor or the Chief of Police shall contact Cornerstone in the event of a storm of less than 2 inches of snow, whereby Cornerstone shall clear the Town Hall parking lot and clear the walkway around the building. We will have a street sweeper truck with a helper to clean and pick up any debris on the roads that was left over from the snow removal cinders on or before April 30, 2026.

MY PROPERTY MAP



- = Primary Areas (Main Drive Lanes, Common Walks, Ramps, and Stairs)
- = Secondary Areas (Sidewalks)
- = Staging Areas (Used to Stage Equipment, Storage Material)
- = Snow Piling Area (Used to Identify Areas to Pile Snow)

Item 5b. xiii - Water
Plant
2012



CORNERSTONE

FROM THE GROUND UP

SNOW & ICE MANAGEMENT PROPOSAL

Hi Harpers Ferry Water Plant!

Thank you so much for allowing Cornerstone Lawn Services to provide an estimate for the services you requested. If you have any questions or concerns regarding this estimate please feel free to call our office at [304-707-0437](tel:304-707-0437) or email us at office@cornerstonelawnservices.com anytime! It's been a pleasure and we look forward to hearing from you soon!

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www.cornerstonelawnservices.com

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We follow industry guidelines and standard practice!

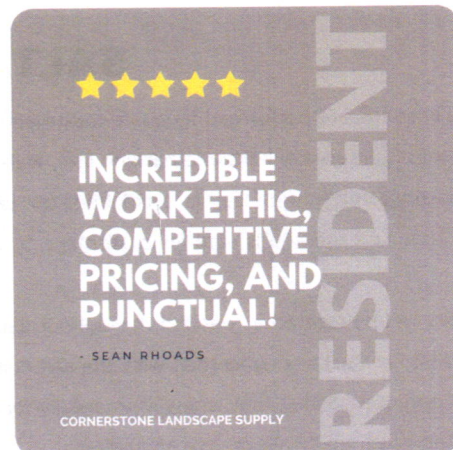
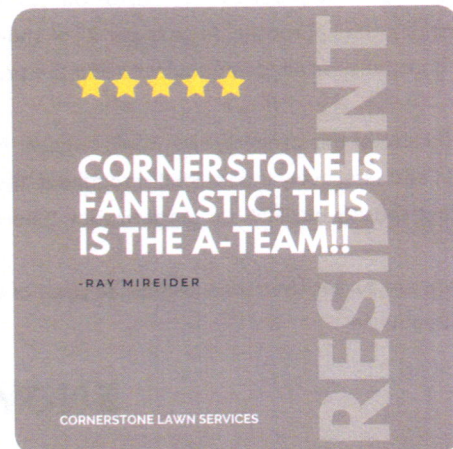


We offer solutions! Custom plans for every customer!

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ASK OUR CUSTOMERS ABOUT THEIR EXPERIENCE



MY SNOW & ICE MANAGEMENT AGREEMENT



SNOW & ICE MANAGEMENT

SNOW REMOVAL

(2HR Minimum) - Snow will be plowed from parking lots, behind the buildings, loading docks, dumpster areas, entrance and exit ways to the property. Contractor will place piles of snow where they feel is best for both traffic flow and additional snowfall purposes. Price is per 2" of snow fall. Contractor requests a POC in which they can call should there be any questions, or needs during servicing the property.

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_____ ****Premium Ice Melt is \$425.00 Per Ton OR \$35.00 Per Bag**** (Please initial for Premium Ice Melt Selection)

SNOW & ICE MANAGEMENT ACTION PLAN

- ✓ Weather monitoring, utilizing the latest meteorological technology which enables us to be proactive and stay ahead of the inclement weather. Email notifications of forecasted winter weather, and action plans.
- ✓ Pre-treatment and post-treatment of surfaces, including parking lots, walkways, driveways, and outdoor stairs as needed
- ✓ Shoveling snow and ice to open sidewalks and pathways so pedestrians are safely able to traverse your property
- ✓ Snow plowing, to make way for vehicles as well as foot traffic on parking lots and roadways. During each event, drive lanes will be kept open enough to allow safe passage. Once the winter weather event is over, our teams will circle back for extended clearing and clean up
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Snow Plow Truck - \$120.00hr

Small Loader (40-80HP) - \$150.00hr

Mid Size Loader (80-100HP) - \$175.00hr

Large Wheel Loader (100+HP) - \$200.00hr

Man w/Shovel - \$45.00hr

Man w/Snow Blower - \$70.00hr

Man w/Compact Plow - \$95.00hr

Snow Hauling - 10 Ton Dump Truck - \$175.00hr

Snow Hauling - 20 Ton Dump Truck - \$225.00hr

Equipment Mobilization - \$125 Per Unit

SNOW & ICE MANAGEMENT RATES

CUSTOMER:

Harpers Ferry Water Works Plant
1435 Bakerton Rd
Harpers Ferry, WV, 25425
pmorse@harpersferrywv.us
Estimate Date: 10/6/2025

SALES REP:

Hannah Persing
Estimate Number: 10849

Estimate Description**Amount**

Snow Plow Truck w/Spreader - Per Hr.

120.00

Sidewalk Labor Shoveling/Spreading - Per Man Hr.

45.00

Sidewalk Chemical - Per Bag

28.00

Salt Application - Per Application

145.00

Total \$338.00

Cornerstone Lawn Services LLC proposes to supply all labor, materials, and insurance to perform snow and ice removal. All work will be completed in a professional manner according to standard practices. All agreements contingent upon accidents or delays beyond our control. There will be a 25% holiday surcharge applied to the rates herein in the event that there is an occurrence on the following days: Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day.

WEATHER WATCH & CERTIFIED SNOW TOTALS

The use of weather measurement tools such as local Weather Applications, Verifreeze Tracking, and Certified Snowfall Total reporting systems are used to manage and navigate each winter weather event. This allows us to be consistently updated and informed of any changes such as weathers patterns, ground and air temperature, and freeze or refreeze probability. At the end of each weather event Cornerstone Lawn Services receives a Certified Snowfall Report outlining the recent weather event. This report is available to our customers at any time and is commonly submit with our final invoice for your review. This allows our customers to have a peace of mind that our team is positioned and equipped to provide the best service available!

PRE SEASON & LATE SEASON COMMITMENT

All Snow & Ice Management agreements signed before October 31st will receive "Pre Season Rates" and will lock in your. rates for the remainder of this agreement. Any agreements signed after November 1st will receive "Standard Season Rates" and will receive a 5% rate increase. Agreements that are signed after December 15th will receive "Late Season Rates" and will receive a 10% rate increase. Agreements that are signed within 72 hours of any winter weather event will receive "Last Minute Rates" and will receive a 25% rate increase based on the rates provided in this agreement.

CANCELLATION CLAUSE

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INSURANCE & LIABILITY

Cornerstone Lawn Services, LLC carries all appropriate insurances, and coverages necessary to service, and maintain commercial and industrial properties. Commercial General Liability \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate. Client can be listed as an additionally insured upon request. A copy of the COI (Certificate of Insurance) can also be provided upon request. All insurances will be maintained without interruption or suspension during the entire performance of this agreement.

Cornerstone Lawn Services, LLC works in efforts of compliance with SIMA (The National Snow & Ice Management Association) Should the customer elect to go against standard Snow & Ice Management Practices outlined by SIMA then Cornerstone Lawn Services, LLC will not be held liable for any damages, delays, injuries, or accidents based on improper snow management practices. The client agrees to indemnify, defend, and hold harmless Cornerstone Lawn Services, LLC, its owners, agents, and employees from any claims, liabilities, damages, or expenses (including attorney's fees) arising from or related to injuries, accidents, or property damage occurring on the premises after services have been performed in accordance with this agreement. Limitation of Liability: Cornerstone's total liability under this agreement, regardless of cause or theory of recovery, shall not exceed the total amount paid by the client for services rendered in the 30 days preceding the incident.

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BILLING TERMS & CONDITIONS

Invoices will be generated upon completion of service, and will be mailed or emailed within 7 days after the winter weather event has ended. All payments are due within 30 days of the invoice date. Credit, Debit, ACH & Direct Deposit are accepted. A 3% convenience fee will be added to any credit card transactions to cover processing costs. This fee reflects the actual cost our business incurs and will not exceed the percentage permitted by applicable federal guidelines and card network rules. In the event that a payment is returned or declined due to insufficient funds, the client will be charged a \$35 insufficient funds fee in addition to the original payment amount. Cost of collections will be charged to client in case of payment delinquency, returned check, or legal fees. In the event of any legal action, claim, or dispute arising out of or relating to this agreement, the parties hereby agree that the exclusive jurisdiction and venue shall be in the state and federal courts located in Jefferson County, West Virginia. Both parties consent to the personal jurisdiction of such courts and waive any objections based on venue or forum non conveniens. Signed agreements are binding and must be honored until the end of this agreement. A 10% late fee will be implemented after 30 days of the unpaid invoice. Contractor has the right to pause and/or cancel any additional service should any invoice reach 60 days past due. Subject to state sales tax. Should this document be electronically signed, I too authorize that I have read and understand the terms and conditions of this agreement entirely.

WEATHER CONDITIONS

"Force Majeure" - Cornerstone Lawn Services shall not be liable for any failure or delay in performing its obligations under this contract if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, severe weather conditions, natural disasters, war, terrorism, civil disturbances, strikes, labor disputes, governmental actions, or any other event that renders performance impossible or impractical. Cornerstone Lawn Services will make reasonable efforts to resume services as soon as possible following any such event. If the Force Majeure event continues for an extended period, either party may terminate this contract upon written notice.

OUR COMMITMENT TO YOU

Cornerstone Lawn Services commits and reserves the right to you to perform all services and duties mentioned above with a professional manner according to standard practices with winter storm management and reserves the right to use additional services and salt applications as the weather event requires. If you have any questions or concerns about this proposal or would like to make adjustments please feel free to call our office at [304-707-0437](tel:304-707-0437) or

Email: office@cornerstonelawnservices.com

I HEREBY HAVE READ & UNDERSTAND THE ABOVE

To Accept This Proposal Digitally Continue Scrolling:

[Trouble signing, click here!](#)

To Accept This Proposal With A Wet Ink Signature Please Print Document and Sign Below:

X _____

Client Signature

Date: _____

X _____

Cornerstone Lawn Services LLC

Date: _____

MY PROPERTY MAP



- = Primary Areas (Main Drive Lanes, Common Walks, Ramps, and Stairs)
- = Secondary Areas (Sidewalks)
- = Staging Areas (Used to Stage Equipment, Storage Material)
- = Snow Piling Area (Used to Identify Areas to Pile Snow)

RESOLUTION

At a regular session of the municipal council, held October 13, 2025 the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the Town of Harpers Ferry. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 3, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by _____, and duly seconded by _____ the vote thereon was as follows:

_____	<u>Yes or No</u>
_____	<u>Yes or No</u>
_____	<u>Yes or No</u>
_____	<u>Yes or No</u>
_____	<u>Yes or No</u>

WHEREUPON, Mayor Gregory Vaughn, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the Recording Officer, Kevin Carden is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Ora Ash, Deputy State Auditor
 West Virginia State Auditor's Office
200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5101 or ext. 5119
 Fax: **304-340-5090**
 Email: lgs@wvsao.gov

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests
 that the budget be revised prior to the expenditure or obligation of funds
 for which no appropriation or insufficient appropriation currently exists.
 (§ 11-8-26a)

CONTROL NUMBER

Fiscal Year
Ending: **2026**Fund: **1**Revision Number: **3**Pages: **1 of 1**

Corporation of Harpers Ferry
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Deborah Kelly**Phone: **304-535-2206 Ext 3**Fax: **NA**

Email: dkelly@harpersferrywv.us

PO Box 217
 STREET OR PO BOX

Harpers Ferry
 CITY

25425
 ZIP CODE

Municipality
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
326	Building Permit Fees	5,000	5,000		10,000
365	Federal Government Grants		9,000		9,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

14,000

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
440	City Hall	292,409	100		292,509
699	Contingencies*	106,563		1,100	105,463
700	Police Department	637,890	2,500		640,390
750	Streets and Highways	105,463	12,500		117,963
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

14,000

APPROVED BY THE STATE AUDITOR

BY:
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE
 OF ENTITY

APPROVAL
 DATE

	HF GF Budget FY 2026 REV 3	FY 2026 REV 2	ACTUAL	FY 2026 REV 3	FY 2026 REV 2	FY 2026 REV 2
	October 13, 2025	SEPT 2025	Aug 31, NOT FINAL	Proposed	FY 2026 REV 3	FY 2026 REV 3
Line item	Description			OCT 2025		
	INCOME					
296	Restricted Fund Balance	\$ 74,200.00	\$ -	\$ 74,200.00	\$ -	100%
297	Committed Fund Balance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	100%
298	Assigned Balance	\$ 292,200.00	\$ -	\$ 292,200.00	\$ -	100%
299	Unassigned Balance	\$ 840,800.00	\$ -	\$ 840,800.00	\$ -	100%
301	Property Tax Current Year	\$ 88,884.00	\$ 7,508.89	\$ 88,884.00	\$ -	100%
303	Oil & Gas Severance Tax	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	100%
304	Excise Tax on Utilities	\$ 6,500.00	\$ 234.80	\$ 6,500.00	\$ -	100%
305	Business & Occupation Tax	\$ 210,000.00	\$ 58,101.73	\$ 210,000.00	\$ -	100%
306	Liquor & Wine Tax	\$ 10,000.00	\$ 2,900.00	\$ 10,000.00	\$ -	100%
307	Animal Control Tax	\$ 110.00	\$ 35.10	\$ 110.00	\$ -	100%
308	Hotel Motel Tax	\$ 80,000.00	\$ 25,299.09	\$ 80,000.00	\$ -	100%
314	Sales Tax Revenue	\$ 285,000.00	\$ 99,317.84	\$ 285,000.00	\$ -	100%
320	Fines Fees Court Costs	\$ 20,000.00	\$ 5,185.00	\$ 20,000.00	\$ -	100%
321	Parking Violations	\$ 25,000.00	\$ 5,372.08	\$ 25,000.00	\$ -	100%
325	Licenses	\$ 6,500.00	\$ 1,791.00	\$ 6,500.00	\$ -	100%
326	Building Permits	\$ 5,000.00	\$ 9,290.00	\$ 10,000.00	\$ 5,000.00	200%
327	Miscellaneous Permits	\$ 800.00	\$ 95.00	\$ 800.00	\$ -	100%
328	Franchise Fees	\$ 3,300.00	\$ 746.05	\$ 3,300.00	\$ -	100%
330	IRP Fees	\$ 5,000.00	\$ 689.59	\$ 5,000.00	\$ -	100%
340	Parks & Rec	\$ 5,000.00	\$ 485.00	\$ 5,000.00	\$ -	100%
342	Parking Meter Revenue	\$ 180,000.00	\$ 41,115.20	\$ 180,000.00	\$ -	100%
345	Rents and Concessions	\$ 90,000.00	\$ 11,222.72	\$ 90,000.00	\$ -	100%
365	Federal Government Grants	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	#DIV/0!
366	State Government Grants	\$ 14,700.00	\$ 14,700.00	\$ 14,700.00	\$ -	100%
367	Other Grants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
376	Table Games	\$ 13,000.00	\$ 2,416.82	\$ 13,000.00	\$ -	100%
368	Contribution from Other Entities	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -	100%
380	Interest Earned on Investments	\$ 4,000.00	\$ 976.39	\$ 4,000.00	\$ -	100%
382	Refunds or Rebates	\$ 1,600.00	\$ 493.94	\$ 1,600.00	\$ -	100%
386	Insurance Claims	\$ -	\$ -	\$ -	\$ -	#DIV/0!
397	Lottery	\$ 39,000.00	\$ 143.97	\$ 39,000.00	\$ -	100%
399	Miscellaneous Revenue	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	100%
405	Board of Zoning Appeals	\$ 100.00	\$ -	\$ 100.00	\$ -	100%
					\$ -	#DIV/0!
		\$ 2,385,194.00	\$ 288,120.21	\$ 2,399,194.00	\$ 14,000.00	101%
	EXPENSE				\$ -	#DIV/0!
402	Economic Development	\$ 11,000.00	\$ 1,615.00	\$ 11,000.00	\$ -	100%
405	Board of Zoning Appeals	\$ 300.00	\$ -	\$ 300.00	\$ -	100%
409	Office of mayor	\$ 22,600.00	\$ 3,588.34	\$ 22,600.00	\$ -	100%
410	Members of Council	\$ 21,900.00	\$ -	\$ 21,900.00	\$ -	100%
411	Office of recorder	\$ 6,515.00	\$ -	\$ 6,515.00	\$ -	100%
414	Financial Office	\$ 79,545.62	\$ 20,614.19	\$ 79,545.62	\$ -	100%
415	Office of Clerk	\$ 79,648.33	\$ 15,631.04	\$ 79,648.33	\$ -	100%
417	Office Of Attorney	\$ 10,000.00	\$ 1,200.00	\$ 10,000.00	\$ -	100%
426	Litigation Reserve	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	100%
435	Region 9	\$ 500.00	\$ 465.37	\$ 500.00	\$ -	100%
437	Planning Commission	\$ 10,500.00	\$ -	\$ 10,500.00	\$ -	100%
438	Elections	\$ -	\$ -	\$ -	\$ -	#DIV/0!
440	City Hall	\$ 292,409.10	\$ 32,874.91	\$ 292,509.10	\$ 100.00	100%
571	Parking	\$ 17,418.66	\$ 3,963.29	\$ 17,418.66	\$ -	100%
699	Contingency	\$ 106,562.87	\$ -	\$ 105,462.87	\$ (1,100.00)	99%
700	Police Dept	\$ 637,889.17	\$ 100,137.84	\$ 640,389.17	\$ 2,500.00	100%
706	Fire Dept	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	100%
750	Street Dept	\$ 105,463.05	\$ 18,168.45	\$ 117,963.05	\$ 12,500.00	112%
751	Street Lights	\$ 19,500.00	\$ 2,782.11	\$ 19,500.00	\$ -	100%
752	Street Signs	\$ 1,000.00	\$ 55.00	\$ 1,000.00	\$ -	100%
753	Snow Removal	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	100%
759	Public Transit	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	100%
809	Grants Health and Sanitation	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	100%
900	Parks	\$ 6,630.00	\$ 130.16	\$ 6,630.00	\$ -	100%
901	Visitor Bureau	\$ 40,000.00	\$ 11,574.94	\$ 40,000.00	\$ -	100%
906	Arts & Humanities	\$ 100,000.00	\$ 6,553.00	\$ 100,000.00	\$ -	100%
911	Historical Commission / BZA HLC	\$ 500.00	\$ -	\$ 500.00	\$ -	100%
916	Library	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	100%
975	General Government	\$ 503,812.20	\$ -	\$ 503,812.20	\$ -	100%
976	Public Safety	\$ 67,000.00	\$ 16,742.40	\$ 67,000.00	\$ -	100%
977	Streets and Transportation	\$ 170,000.00	\$ -	\$ 170,000.00	\$ -	100%
					\$ -	#DIV/0!
		\$ 2,385,194.00	\$ 236,096.04	\$ 2,399,194.00	\$ 14,000.00	101%
		\$ (0.00)	\$ 52,024.17	\$ (0.00)	\$ -	100%



CORPORATION OF HARPERS FERRY, WEST VIRGINIA

ORDINANCE No. 2025-02

An ORDINANCE to amend Article 735 of the Codified Ordinances of Harpers Ferry, adding definitions for certain types of sales and adding a new section regarding such sales.

Be it enacted and ordained by the Town Council of the Corporation of Harpers Ferry:

That Section 735.03 of the Codified Ordinances of Harpers Ferry be amended and reenacted, and a new Section 735.40 be inserted, all to read as follows:

ARTICLE 735
Business and Occupation Tax

- 735.03 Definitions.**
735.40 Garage sales.

735.03 Definitions.

For purposes of this Article, the following words and phrases have the meanings respectively ascribed to them by this Section unless a different meaning is clearly required by the context in which the term is used:

Banking business. The term "banking business or financial organization" means any bank, banking association, trust company, industrial loan company, small loan company, or licensee, building and loan association, savings and loan association, credit union, finance company, investment company, investment broker or dealer, and any other similar business organization at least 90% of the assets of which consists of intangible personal property and at least 90% of the gross receipts of which consist of dividends, interest, and other charges derived from the use of money or credit.

Business. The term "business" means all activities engaged in or caused to be engaged in with the object of gain or economic benefit, either direct, except for occasional or casual sales of property or services.

Contracting. The term "contracting" means the furnishing of work, or both materials and work, in the fulfillment of a contract for the construction, alteration, repair, decoration, or improvement of a new or existing building or structure, or any part thereof, or for the alteration, improvement or development of real property. The business of contracting is taxable under the business and occupation tax ordinance, and the gross income derived therefrom must be reported under the contracting classification. The rate of tax applied against gross income under the contracting classification is taxable at the rate specified in Section 735.38 of this Article.

Garage sale. A sale of used and unwanted household goods or personal items held by individuals, members of a household, or a non-profit organization.

Gross income. The term "gross income" generally means the gross receipts of the taxpayer, other than a banking or financial business, received as compensation for personal services and the gross receipts of the taxpayer derived from trade, business, commerce or sales and the value proceeding or accruing from the sale of tangible property, real or personal, or service, or both, and all receipts by reason of the investment of the capital of the business engaged in, including interest, discount, rentals, royalties, fees, reimbursed costs or expenses or other emoluments however designated and without any deductions on account of the cost of property sold, the cost of materials used, labor costs, taxes, royalties, interest and discount paid, or sums paid to independent contractors, subcontractors or persons furnishing services or property used in the operation of any business to produce gross income, or any other expense whatsoever. "Gross income" of a banking or financial business is defined in Section 735.13 of this Article.

Gross proceeds of sales. The term "gross proceeds of sales" means the value actually proceeding from the sale of tangible property without any deduction on account of the cost of property sold or expenses of any kind. The terms "gross income" and "gross proceeds of sales" shall not be construed to include cash discounts allowed and taken on sales; the proceeds of sale of goods, wares or merchandise returned by customers when the sale price is refunded either in cash or by credit; or the sale price of any article accepted as part payment on any new article sold, if the full sale price of the new article is included in the gross income or gross proceeds of sales; excise taxes imposed by the State; money or other property received or held by a professional person for the sole use and benefit of a client or another person or money received by the taxpayer on behalf of a bank or other financial institution for repayment of a debt of another; and excise taxes imposed by the federal government upon the consumer, not manufacturer, and which are held in trust by the vendor as agent for the Federal Government.

Moving sale. See Garage sale.

Municipality. The term "municipality" means the Corporation of Harpers Ferry, West Virginia.

Occasional or casual sales. "Occasional sale" or "casual sale" means the sale of tangible personal property not held or used by a seller in the course of an activity for which a Town business license is required; including the sale or exchange of all or substantially all the assets of any business and the reorganization or liquidation of any business; Provided, that such sale or exchange is not one of a series of sales sufficient in number, scope, and character to constitute a business activity requiring the holding of a Town business license.

Official. The term "official" means the Town's Mayor and his or her agents, delegates, or representatives as identified by the Mayor.

Person. The terms "person" and "company" are used interchangeably in this Article and mean and include any individual, firm, co-partnership, joint adventure, association, corporation, limited liability company, trust, estate, or any other group or combination acting as a unit, and the plural as well as the singular number. The word "it" also includes the pronouns "he" and "she."

Porch sale. See Garage sale.

Prime contractor. The term "prime contractor" means and includes all persons primarily responsible for furnishing work or both materials and work for another in fulfillment of a contract.

Retail sales. The terms "retail sales" and "selling at retail" mean all sales other than wholesale sales, including but not limited to sales to persons for use in any activity not subject to the tax imposed by this Article, all sales of real property, and sales to consumers.

Rummage sale. See Garage sale.

Sale. The terms "sale" and "sales" mean any transfer of the ownership of or title to property, whether for money or in exchange for other property.

Services. The terms "service business" or "calling" include all activities engaged in for other persons for a consideration, which involve the rendering of a service as distinguished from the production or sale of tangible property, but do not include the services rendered by an employee to his employer.

State. The term "state" means the State of West Virginia.

Subcontractor. The term "subcontractor" means all persons furnishing work or both materials and work to a contractor.

Tag sale. See Garage sale.

Tax year. The terms "tax year" and "taxable year" mean either the calendar year or the taxpayer's fiscal year, when permission is obtained in writing from the Mayor to use such fiscal year in lieu of the calendar year.

Taxpayer. The term "taxpayer" means any person liable for any tax hereunder.

Town. The term "town" means the Corporation of Harpers Ferry, West Virginia.

Wholesale sales. The terms "selling at wholesale" and "wholesale sales" mean only (1) sales of tangible personal property for the purpose of resale in the form of tangible personal property, (2) sales of machinery, supplies or materials which are to be directly consumed by the purchaser in the conduct of any business or activity which is subject to the tax imposed by this Article, or (3) sales of tangible personal property to the United States of America, its agencies and instrumentalities, or the State of West Virginia, its institutions and political subdivisions.

Yard sale. See Garage sale.

735.40 Garage sales.

- (a) Individuals, households, and organizations may hold no more than four Garage sales, as defined in Section 735.03 of this Article, per year and no more than one in any 30-day period. The duration of this type of sale may not extend for more than three consecutive days.
- (b) Individuals, households, and organizations holding a Garage sale, as defined in Section 735.03 of this Article, are not required to hold a business license, or to pay sales or other taxes on merchandise sold.

- (c) Garage sales, as defined in Section 735.03 of this Article, may not involve the sale of new merchandise other than hand-made or craft items.
- (d) Temporary signs advertising Garage sales, as defined in Section 735.03 of this Article, may be placed near the site on public right-of-way or, with permission, on private land.
 - (1) Pursuant to Section 1316.03(i), signs attached to any tree or utility pole and signs painted directly on rocks, trees, and other natural features are prohibited.
 - (2) Signage must be removed within 24 hours of the end of the sale.
- (e) Individuals, households, and organizations holding a Garage sale, as defined in Section 735.03 of this Article, must abide by all other applicable codes, including noise, signage, and parking ordinances.

Passed FIRST READING the 8th day of September, 2025.

Passed SECOND and FINAL READING the ____ day of _____, 2025.

Gregory Vaughn, Mayor

Kevin Carden, Recorder



CORPORATION OF HARPERS FERRY, WEST VIRGINIA

ORDINANCE No. 2025-03

An ORDINANCE to amend uniform language for removal of members of commissions, committees, and boards.

[Referred to Ordinance Review Committee, 8 September 2025. Introduced to Town Council by Ordinance Review Committee for first reading, 13 October 2025.]

Be it enacted and ordained by the Town Council of the Corporation of Harpers Ferry:

That Article 130 of the Codified Ordinances of Harpers Ferry be amended and reenacted to read as follows:

ARTICLE 130

Uniform Removal of Members of Commissions, Committees and Boards

130.01 Removal of members of commissions, committees and boards.

130.01 Removal of members of commissions, committees and boards.

The Town Council may remove a member of any commission, committee or board for cause such as inactivity, neglect of duty (e.g., excessive absences, especially without notification), or malfeasance (e.g., theft or misuse of public funds, assaults or threats made to individuals, falsifying Town information, misusing sensitive and confidential personal information), or to achieve compliance with West Virginia Code and Harpers Ferry Codified Ordinances. The reasons for removal must be provided to the person being removed in a written statement. ~~., and the~~ The person must be given an opportunity to be heard on the matter at a ~~regular~~ meeting of the Town Council before the removal may be effected by a motion and a majority vote of the Town Council members present.

Strike-throughs indicate language that would be stricken from the present ordinance, and underscoring indicates new language that would be added.

Passed FIRST READING the ____ day of _____, ____.

Passed SECOND and FINAL READING the ____ day of _____, ____.

Greg Vaughn, Mayor

Kevin Carden, Recorder



CORPORATION OF HARPERS FERRY, WEST VIRGINIA

ORDINANCE No. 2025-04

An ORDINANCE to amend and reenact Article 1711 of the Codified Ordinances of Harpers Ferry, establishing the floodplain area; requiring all contractors, persons, partnerships, businesses, and corporations to obtain a permit for development and the construction, substantial improvement, or relocation of any building or structure; providing for certain minimum standards for construction within the floodplain area; setting forth special procedures for submission and approval of plans; and establishing penalties for any person who fails to comply with the requirements or provisions of this ordinance.

[From Planning Commission. Referred to Ordinance Review Committee by Town Council, 8 September 2025. Presented to Town Council for first reading for approval, 13 October 2025.]

Be it enacted and ordained by the Town Council of the Corporation of Harpers Ferry:

That Article 1711 of the Codified Ordinances of Harpers Ferry be amended and reenacted to read as follows:

**ARTICLE 1711
Floodplain Ordinance**

- 1711.01 General provisions.
- 1711.02 ~~Interpretations and words~~Words, terms, and phrases.
- 1711.03 ~~Establishment of the Floodplain area~~Special Flood Hazard Area.
- 1711.04 Utilization of the ~~Floodplain area~~Special Flood Hazard Area.
- 1711.05 Criteria for ~~project building~~ and site plan ~~approval review~~.
- 1711.06 Specific requirements.
- 1711.07 Administration.
- 1711.08 Appeals and penalties.
- 1711.09 Government actions.
- 1711.10 Severability and municipal liability.
- ~~1711.11 Enactment.~~
- 1711.01 General provisions.
 - (a) Intent. The intent of this ordinance is to:
 - (1) Promote the general health, welfare, and safety of the community.
 - (2) Encourage the utilization of appropriate minimum construction practices in order to prevent or minimize flooding damage. ~~in the future.~~
 - (3) Minimize danger to public health and safety by protecting the water supply and sanitary sewage disposal in cooperation with the County Sanitarian, and to protect natural Drainage.
 - (4) Assure the County Assessor obtains information concerning Improvement of real property as required by West Virginia State

Code § 11-3-3A.

~~(4)~~ (5) Assure all County E-911 addresses are obtained and kept current to maintain the established emergency response dispatch systems.

~~(5)~~ (6) Reduce financial burdens imposed on the ~~community, its governmental units, and its residents,~~ residents, real property owners, and its governmental units by preventing the unwise design and construction of development in areas subject to flooding.

(b) Abrogation and Greater Restrictions. ~~This ordinance supersedes any ordinance currently in effect for Floodplain areas. Any other ordinance, however, shall remain in full force and effect to the extent that its provisions are more restrictive.~~ This ordinance supersedes any other conflicting provisions which may be in effect in identified Floodplain areas. However, any other ordinance provisions remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive applies.

(c) Applicability. ~~It shall be unlawful for any Project Permit to be issued in the designated Floodplain area unless a Floodplain Certificate of Compliance has been obtained from the Floodplain Administrator or a waiver has been approved in writing by the Planning Commission, the Mayor, or the Mayor's designee based upon a finding of Reasonably Safe From Flooding. A Certificate of Compliance cannot be approved or waived unless a Site Plan has been approved based upon an application containing elevation data for the entire Site (see Article 1305.03[b][1]). A waiver decision may be appealed to the Town Council within 30 days and a result obtained within 60 days. Provision of all other codes, ordinances, and regulations shall be applicable insofar as they are consistent with the provisions of this ordinance and the community's need to minimize the hazards and damage resulting from flooding.~~ It is unlawful for any contractor, person, partnership, business, or corporation to undertake or cause to be undertaken, any development, new construction, substantial improvement, repair of substantial damage, other repairs, or the placement or relocation of any structure (including manufactured homes) in the Special Flood Hazard Area within 60 days unless a Floodplain determination has been made from the Floodplain Administrator, a Floodplain permit application has been completed, and an approved permit has been obtained from the Floodplain Administrator. In addition, where land is partially or fully in the Floodplain is to be developed, subdivided, utilized for a manufactured home park or subdivision, or otherwise developed, a site plan with elevation data must be submitted to, and approved by, the Floodplain Administrator prior to any development.

Provision of all other codes, ordinances, and regulations ~~shall be~~ are applicable insofar as they are consistent with the provisions of this Ordinance and the community's need to minimize the hazards and damage resulting from flooding.

(d) Matters not provided for specifically. Where conditions are encountered that are not specifically provided for herein, the ~~Planning Commission shall~~ Floodplain Administrator will determine the applicability of the provisions of this Ordinance in accordance with its intent, and ~~shall will~~ require the applicant to take appropriate measures pursuant to such determination. ~~A Planning Commission decision may be appealed to the Town Council within 30 Days and receive a decision within 60 days.~~

1711.02 Interpretations and words Words, terms, and phrases.

For the purpose of this Article, the rules and definitions given in Article

1302-~~shall~~ apply. The following definitions are added for use in this Article. Unless specifically defined below, words, terms, and phrases used in this Ordinance must be interpreted so as to give this Ordinance its most reasonable application.

Adjacent Property. Adjacent Property includes any surface tract, regardless of whether such surface tract is entirely within the Corporation of Harpers Ferry, so long as a portion of said surface tract is located within the Corporation of Harpers Ferry, which shares an immediate and common boundary up or down stream to the property that is the subject of the application for Floodplain Permit. Adjacent property also includes all other property that may be affected by flooding.

Adversely Affect Adjacent Properties. To adversely affect a property the increase in the elevation of the 100-year base flood elevation must be more than one foot at any point. Stated conversely, if the effect is that the 100-year flood base flood elevation rises one foot or less the property is not "affected". This standard does not apply to the Floodway. If prior permit(s) have been approved in the same area of the Floodplain, the above definition would include the cumulative impact to the base flood elevation.

Advisory Flood Height. The water surface elevation (WSEL), in feet, of the 1% annual chance (100-year) flood at a given location, as determined using hydrology and hydraulics (H&H) analysis and the best available elevation data.

Appurtenant Structure. A secondary structure on the same parcel of property as the principal Structure, which is not habitable and the use of which is incidental, but may be used only for storage in association with the principal Structure on said property. This does not include a gas or liquid storage tank.

Base Flood. ~~The flood, which has been selected to serve as the basis upon which the Floodplain management provisions of this and other ordinances have been prepared; for purposes of this ordinance, the one-hundred (100) year flood.~~ A flood having a 1% chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE). The water surface elevation of the Base Flood in relation to the datum specified on the community's Flood Insurance Rate Map; for purposes of this ordinance, the ~~one hundred (100)~~-year flood or 1% annual chance flood.

Basement. Any area of the building having its floor sub-grade (below ground level) on all sides.

Certificate of Compliance, Floodplain. A certification that the entire development, including the elevation of fill or the Lowest Floor of a Structure, is in compliance with all of the provisions of this Ordinance.

Compensatory Storage. An artificially excavated, hydraulically equivalent volume of storage within the Special Flood Hazard Area used to balance the loss of natural flood storage ~~capacity~~ when artificial fill or Structures are placed within the ~~Floodplain~~Special Flood Hazard Area.

Contractor. A person who in any capacity for compensation, other than as an employee of another, undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to construct, alter, repair, add to,

subtract from, improve, move, wreck or demolish any building, highway, road, railroad, structure or excavation associated with a project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection therewith, where the cost of undertaking is two thousand five hundred dollars or more. Contractor includes a construction manager who performs management and counseling services on a construction project for a professional fee.

Contractor does not include:

- (a) One who merely furnishes materials or supplies without fabricating or consuming them in the construction project;
- (b) A person who personally performs construction work on the site of real property which the person owns or leases whether for commercial or residential purposes;
- (c) A person who is licensed or registered as a professional and who functions under the control of any other licensing or regulatory board, whose primary business is real estate sales, appraisal, development, management and maintenance, who acting in his respective professional capacity and any employee of such professional, acting in the course of his employment, performs any work which may be considered to be performing contracting work;
- (d) A pest control operator licensed under the provisions of W.Va. Code §19- 16A-7(a) to engage in the application of pesticides for hire, unless the operator also performs structural repairs exceeding one thousand dollars on property treated for insect pests; or
- (e) A corporation, limited liability corporation, partnership or sole proprietorship whose primary purpose is to prepare construction plans and specifications used by the contractors defined in this section and who employs a full time registered architect licensed to practice in this State or a registered professional engineer licensed to practice in this State. Contractor also does not include employees of such corporation, partnership or sole proprietorship.

Critical Facility. Any facility in which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a special flood hazard area if at all possible. If a critical facility must be located in a special flood hazard area it should be provided a higher level of protection so that it can continue to function and provide services during a flood.

Development. Any man-made change to improved or unimproved real property, including but not limited to buildings or other structure, mining, dredging, filling, grading, paving, excavation or drilling operations, oil/gas well sites, pads, pits, retention ponds, or storage of equipment or materials.

Flood Insurance Rate Map (FIRM). ~~An official map of a community, on which the Administrator of the NFIP has delineated both the special hazard areas and the risk premium zones applicable to the community.~~ The official map on which the Federal Emergency Management Agency (FEMA) has delineated both the special flood hazard areas and the risk premium zones applicable to the Corporation of Harpers Ferry. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS). The official report in which the Federal Emergency Management Agency (FEMA) has provided flood profiles, Floodway

information, and water surface elevations.

Floodplain.

- (a) A relatively flat or low land area adjoining a river, Stream, or watercourse which is subject to partial or complete inundation;
- (b) An area subject to the unusual and rapid accumulation or Runoff of surface waters from any source.

Floodplain Administrator. ~~The President of the Planning Commission shall be the Floodplain Administrator. The Floodplain Administrator may also be identified as the Floodplain Manager.~~ The Floodplain Administrator must be a resident of West Virginia and / or a person who has completed within one year of their appointment the State/FEMA sponsored NFIP Class 273 entitled "Managing Floodplain Development" and remain current with State required continuing education training pursuant to W.Va. Code § 15-5-20(a). In the absence of a formally appointed Floodplain Administrator the duties set forth in this Ordinance for the Floodplain Administrator may be temporarily fulfilled by the President of the Planning Commission or their designee.

Floodway. The channel of a river or other watercourse and the adjacent land area that must be reserved to discharge the Base Flood without increasing the water surface elevation of that flood more than one foot at any point.

Flood-proofing (non-residential only). Any combination of structural and non-structural additions, changes or adjustments to Structures which reduce or eliminate flood damage to real ~~estate or improved real~~ property, water and sanitary facilities, Structures, and their contents.

Freeboard. A factor of safety usually expressed in feet above a flood level for purposes of Floodplain management. Freeboard tends to compensate for unknown factors that may contribute uncertainty to flood heights of any given ~~flood~~ Flood and Floodway condition, such as wave action, blockage at Stream crossings, and increased Runoff from urbanization of the Watershed.

Highest Adjacent Grade (HAG). The highest natural elevation of the ground surface immediately adjacent to the development or structure foundation. This is primarily used for purposes of insurance rating in approximated Floodplains.

Historic Structure. Any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register;
- (b) Certified or preliminarily determined as contributing to the historical significance of the registered historic district of Harpers Ferry.

Interested Person or Party. Interested Person or Party includes:

- (a) The applicant;
- (b) The owner(s) of the subject property;
- (c) At least one adult residing in any residence on the subject property at the time the Floodplain Permit Application is filed;
- (d) Owners of any adjacent property; and
- (e) At least one adult residing in any residence on the adjacent property at the time the Floodplain Permit Application is filed.

Licensed Professional Surveyor. Any person licensed by the West Virginia State Board of Examiners of Land Surveyors to engage in the practice of land

surveying as defined in the West Virginia Code.

Lowest Floor. The lowest enclosed area (including basement). An unfinished enclosure constructed with flood resistant materials as defined in FEMA Technical Bulletin 2-93 (FIA-TB-2) and usable solely for parking of vehicles, Building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure has proper flood openings and is not built so as to render the Structure in violation of the applicable non-elevation design requirements of this Ordinance.

New Construction. Structures for which the start of construction as herein defined commenced on or after the effective date of this Ordinance and including any subsequent improvements to such structures.

One-Hundred Year (100-~~Year~~) Flood. A flood that has one chance in ~~one-hundred~~100 or a ~~one percent~~1% chance of being equaled or exceeded in any given year. (See also Base Flood Elevation).

Person. Any individual or group of individuals, corporation, limited liability corporation, partnership, association, or other entity, including state and local governments and agencies.

Practice of Engineering. Any service or creative work, as described in West Virginia Code § 30-13-1 *et seq.*, the adequate performance of which requires engineering education, training and experience in the application of special knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems; planning the use of land and water; teaching of advanced engineering subjects, engineering surveys and studies; and the review of construction for the purpose of assuring compliance with drawings and specifications any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the planning, progress and completion of any engineering services. Engineering surveys include all survey activities required to support the sound conception, planning, design, construction, maintenance, and operation of engineered projects.

Any person who practices any branch of the profession of engineering or who, by verbal claim, sign, advertisement, letterhead, card or in any other way represents himself to be a Registered Professional Engineer, or by using another title implies that they are a Registered Professional Engineer, that they are registered under West Virginia Code § 30- 13-1 *et seq.*, who holds themselves out as able to perform or who performs any engineering service or work or any other service designated by the practitioner which is recognized as engineering, is considered to practice or offer to practice engineering within the meaning and intent of West Virginia Code § 30-13-1 *et seq.*

Principally Above Ground. Where at least 51%~~percent~~ of the actual cash value of a Structure, less land value, is above ground.

Professional. Any "professional" including but not limited to a "contractor", "developer", "engineer", "architect", "hydrologist", "land surveyor", etc., acting in any capacity with respect to this Ordinance, must be licensed by

the State of West Virginia, when certification or licensure from the State of West Virginia is so required.

Reasonably Safe From Flooding. Means that during the Base Flood, or any other known flooding by the Floodplain Administrator, water ~~will~~should not damage Structures and any subsurface waters related to the Base Flood ~~will~~should not damage existing or proposed Structures. Ways of determining Reasonably Safe From Flooding may be three feet above the Highest Adjacent Grade, above high water marks from historic flooding, using topographic extrapolation from contour lines, or utilizing the advisory flood height data on the West Virginia Flood Tool.

Recreational Vehicle. A vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designated to be self-propelled or permanently towable by a light-duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Registered Professional Engineer. A person who has been duly registered or licensed as a registered professional engineer by the West Virginia State Board of Registration for Professional Engineers as required by W.Va. Code § 30-13-13 *et seq.*

Remedy a Violation. To bring a structure or other development into compliance with the requirements of this Ordinance, or if full compliance is not possible, to reduce the adverse impact of the non-compliance to the greatest extent feasible.

Special Flood Hazard Area (SFHA). The land in the Floodplain subject to a ~~one percent~~1% or greater chance of flooding in any given year. Special Flood Hazard Areas are designated by the Federal Emergency Management Agency (FEMA) in Flood Insurance Studies and on Flood Insurance Rate Maps as Zones A, AE, AO, A1-30, and A99. The term includes areas shown on other flood hazard maps that are specifically listed or otherwise described in this Ordinance.

Start of Construction. *(The definition for start of construction is to be used only when calculating the starting time for expiration of the Floodplain Permit.)*

The date the Floodplain Permit was issued, including Floodplain Permit for substantial improvement or repair of substantial damage, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the Floodplain Permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond initial excavation. Although a Floodplain Permit must be obtained prior to beginning, permanent construction does not include land preparation, such as clearing, grading, and filling; the installation of streets and / or walkways; excavation for a basement, footings, piers, or foundations, or the erection of temporary forms; or installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the

external dimensions of the building.

State Coordinating Office. The West Virginia Division of Homeland Security and Emergency Management.

Stream. As defined in West Virginia Code §7-1-3u, any watercourse, whether natural or man-made, distinguishable by banks and a bed, regardless of its size, through which water flows continually or intermittently, regardless of its volume.

Subject Property. This term includes the surface tract(s) upon which the proposed development is planned and for which the Floodplain Permit Application is submitted.

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the Structure to its before-damage condition would equal or exceed 50% of the fair market value of the Structure before the damage occurred.

Substantial Improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a Structure, the cost of which equals or exceeds 50% of the fair market value of the Structure before the start of construction of the improvement.

This term includes Structures which have incurred Substantial Damage, as defined herein, regardless of the actual repair work performed. The term does not, however, include any project for improvement of a Structure to correct existing violation(s) of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

Historic Structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic Structure. Documentation that a specific ordinance requirement will cause removal of the Structure from the National Register of Historic Places or the State Inventory of Historic Places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer.

Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the Structure.

For the purpose of this definition, improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not the alteration affects the external dimensions of the Structure.

Top of Bank. The lines depicted on the FIRM maps delineating each side of a Stream indicate the top of the bank. In the field, a professional familiar with fluvial geomorphology should document the top of the bank. When a professional is not employed, the top of the bank will be considered to be the top of the first significant slope landward of the water's edge when it is followed by at least 50 feet of relatively flat land.

Violation. The failure of any structure or development to be fully compliant with all requirements of this Ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of

compliance required by this Ordinance is presumed to be in violation until such time as the documentation is provided. No future improvements or developments can be made to Structures found to be in violation unless the development is to bring the Structure into compliance with the current Ordinance.

1711.03 Establishment of the ~~Floodplain area~~Special Flood Hazard Area.

(a) Identification.

- (1) The identified ~~Floodplain area shall be~~Special Flood Hazard Area ~~is~~ those areas of the Corporation of Harpers Ferry which are subject to ~~the one hundred (100) year floods~~ 1% or greater chance of flooding in any given year, as shown on the Flood Insurance Rate Map (FIRM) and described in the Flood Insurance Study (FIS) prepared for the Corporation of Harpers Ferry by the Federal Emergency Management Agency (FEMA) dated 18 December 2009 or the most recent revision thereof, including all digital data developed as part of the FIS.
- (2) The identified ~~Floodplain area~~Special Flood Hazard Area ~~shall are~~ also ~~be~~ those special flood hazard areas of the Corporation of Harpers Ferry which have been identified as flood hazard areas by the Corporation of Harpers Ferry by use of historic or other technical data and shown on ~~the Corporation of Harpers Ferry "Local Flood Hazards Map"~~an officially recognized FIRM or the West Virginia Flood Hazard Determination Tool, specifically Advisory Flood Height data. These areas ~~shall be~~are designated as appropriate with the level of technical data described below and ~~shall must~~ be managed accordingly.

(b) Descriptions of ~~Floodplain areas~~Special Flood Hazard Areas. The identified ~~Floodplain-Special Flood Hazard Area~~ ~~shall consists~~ of the following four specific areas:

- (1) The Floodway area (F1) ~~shall be~~ is those areas of AE zone identified as ~~such Floodways~~ in the FIS and as shown on the FIRM. The term ~~shall also includes any Floodway areas identified in other studies for the Approximated area discussed in Section D below~~delineated by developers in the approximated Floodplain and designated as such by the community.
- (2) ~~In Floodplain areas for which no regulatory Floodway has been designated, the regulatory Floodway for small, single Lot Development not incorporating significant amounts of fill can, at the discretion of the Planning Commission, be considered to be the channel of the stream and the adjacent land areas to a distance of one-half the width of the Floodplain as measured from the top of the bank nearest the Site to the upland limit of the 100 year Floodplain boundary.~~The AE Area Without Floodway is those areas identified as an AE zone on the FIRM included in the FIS prepared by FEMA for which 100-Year Flood elevations have been provided but no Floodway has been delineated.
- (3) ~~The Floodway Fringe area (F2) shall be those areas for which specific one hundred (100) year flood elevations have been provided in the FIS but which lie beyond the Floodway area.~~The Approximated Floodplain is those areas identified as an A zone on the FIRM included in the FIS prepared by FEMA and for which no 100-Year Flood elevations have been provided.
- (4) ~~The AE Area without Floodway (F3) shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which 100-year flood elevations have been provided but no Floodway has been delineated.~~Advisory Flood Heights: This information is displayed on the West Virginia Flood Hazard

- Determination Tool. This data may be used (when available) by the Floodplain Administrator to determine if a property is in the Special Flood Hazard Area, also to assist to determine the height in which to elevate the Structure as a permitting tool and is acceptable data to FEMA for a Letter of Map Amendment (LOMA).
- (5) ~~The Approximated Floodplain area (F4) shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no one hundred (100) year flood elevations have been provided. For these areas, elevation and Floodway information from other Federal, State, or other acceptable source shall be used when available. Where other acceptable information is not available the Floodplain Administrator shall require the applicant to determine the elevation with hydrologic and hydraulic engineering or other techniques. When hydrologic and hydraulic analyses are required, they shall only be undertaken by a registered professional Engineer who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator.~~ The AO and AH Floodplain are those areas identified as zones AO and AH on the FIRM and in the FIS. These areas are subject to inundation by 1%-annual-chance shallow flooding where average depths are between one and three feet. In zones AO and AH, drainage paths must be established to guide floodwaters around and away from Structures on slopes.
- (c) Changes in designation of area.
- (1) ~~The delineation of the identified Floodplain area may be revised by the Planning Commission where natural or man-made changes have occurred and / or more detailed studies conducted or undertaken by the U.S. Army Corps of Engineers, a River Basin Commission or other qualified agency or individual document the necessity for such changes. Where natural or man-made changes have occurred and / or where more detailed studies have been completed by a qualified government agency, private entity, or qualified individual who can sufficiently document the necessity for such changes, the process to revise the delineation of the identified Special Flood Hazard Area may be recommended by the Floodplain Administrator and executed by the Corporation of Harpers Ferry. However, prior to any such change, approval must be obtained from the Federal Insurance Administration (FIA)-FEMA.~~
- (2) A community's Base Flood Elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as ~~practicable~~practical, but not later than six months after the date such information becomes available, the community ~~shall~~ must notify ~~the NFIP Administrator-FEMA~~ of the changes by submitting technical or scientific data.
- (3) The Planning Commission may identify and regulate new flood hazard or ponding areas. These areas ~~may be delineated using locally derived technical information~~must be delineated on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, and / or ~~topographic data~~approximate study methodologies.
- (d) Elevations prevail.
- (1) If the lowest natural grade adjacent to proposed Development

~~within an identified flood hazard area is at or is above the Base Flood Elevation, specified in the Flood Insurance Study, the structure shall not be required to conform to the flood prevention design and construction standards or flood-related Development codes in Article 1711.04. Topographic data certified by a registered professional engineer or licensed professional surveyor shall be submitted in sufficient detail to allow a thorough review by the Floodplain Administrator. The applicant is advised to apply for a Letter of Map Amendment (LOMA) from FEMA to have the Special Flood Hazard Area designation removed from the Parcel or Structure, and the following is provided to the Floodplain Administrator:~~

A. Elevation information certified by a Licensed Professional Surveyor or Engineer and a site plan demonstrating that all proposed development will occur above the Base Flood Elevation; or

~~(1) B. A Letter of Map Amendment (LOMA) from FEMA removing the site from the SHFA, then the site is considered to be outside the Floodplain Area and is not required to conform to the provisions of this Ordinance at the discretion of the Floodplain Administrator.~~

(2) If the lowest natural grade adjacent to proposed Development is below the Base Flood Elevation ~~specified in the Flood Insurance Study~~, the site ~~shall be~~ is considered to be within the Floodplain area and the proposed Structure ~~shall be~~ is required to conform to all appropriate provisions of this Ordinance.

(e) Boundary disputes. Should a dispute concerning any Floodplain ~~area~~ boundary arise, an initial determination ~~shall must~~ be made by the Floodplain Administrator, and any party aggrieved by this decision may appeal to the Town Council sitting as the "Floodplain Appeals Board". The burden of proof ~~shall be~~ is on the appellant / applicant.

1711.04 Utilization of the ~~Floodplain area~~ Special Flood Hazard Area.

(a) Floodway ~~(F1)~~.

(1) Within any Floodway area (F1), no encroachments, including fill, new construction, substantial improvements, or other Development ~~shall may~~ be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in ~~the Base Flood Elevation~~ flood levels during the occurrence of the base flood discharge. The resultant engineering study must include a cover letter, signed and sealed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc., must be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator.

(2) Because Floodways present increased risk to human life and property due to their relatively faster and deeper flowing waters, the Floodway ~~shall must~~ be preserved to the greatest extent possible.

(3) New Development ~~shall must~~ not be permitted in the Floodway where reasonable alternatives exist elsewhere as determined by the Floodplain Administrator. In addition to the requirements below, the applicant ~~shall must~~ demonstrate that there are no reasonable alternatives other than the Floodway encroachment before a permit is issued.

(4) When the Floodway is the only reasonable alternative, the

- applicant ~~shall~~must demonstrate that the Floodway encroachment is the minimum necessary to accomplish the project.
- (5) All permitted uses, activities, and Development ~~shall~~must be undertaken in strict compliance with the Flood-proofing and related provisions contained herein, and in all other applicable ~~codes~~federal and state laws, ordinances, and regulations.
- ~~(5)~~ (6) When small, single lot Development (not incorporating significant amounts of fill) is proposed in a Special Flood Hazard Area for which no regulatory Floodway has been designated, a regulatory floodway may, at the discretion of the Floodplain Administrator, be determined to be a width equal to the channel of the stream and the adjacent land areas to a distance of one-half the width of the Special Flood Hazard Area as measured from the top of the bank nearest the site to the upland limit of the 1%-annual-chance Special Flood Hazard Area boundary.
- (b) ~~Floodway fringe (F2) and Approximated Floodplain (F4).~~ AE Zone Without Floodway Area. Within any AE Zone Without Floodway Area, no new construction or development may be allowed unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the elevation of the 100-Year Flood more than one foot at any point.
- ~~(1) In the Floodway Fringe (F2) and Approximated Floodplain (F4), any Development and / or use of land shall be permitted provided that all such uses, activities and / or Development shall be undertaken in strict compliance with the Flood-proofing and related provisions contained herein and in all other applicable codes, ordinances, and regulations.~~
- ~~(2) In the Approximated Floodplain (F4) the Floodplain Manager shall review, or shall cause to be reviewed, all proposed Development not covered by sub-section B below to determine (1) the amount being invested and (2) the specific flood risk at the Building Site and assign a "minimal, moderate or significant" risk level. This information shall then be used together with the "Corporation of Harpers Ferry Approximate A zone administrative procedures" to determine the level of technical data required to establish a height above which the Development will be "Reasonably Safe From Flooding".~~
- ~~(3) All Subdivision proposals and other proposed new Developments which are proposed to take place either fully or partially within the Approximated Floodplain area (F4) and which are greater than ten (10) Lots or two (2) acres, whichever is the lesser, shall include base flood elevation data.~~
- ~~(4) This data may be available from an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, Natural Resource Conservation Service or state and local water resource department.~~
- ~~(5)~~ (1) If the required data is not available from other sources the applicant shall develop the technical data using detailed methodologies comparable to those contained in a Flood Insurance Study. This data shall be prepared and certified by a registered professional Engineer, who shall certify that the methods used correctly reflect currently accepted technical concepts.
- (c) ~~AE area without Floodway (F3).~~ Approximated Floodplain (Zone A). Within any AE area without Floodway, no new construction or Development shall be allowed unless it is demonstrated that the cumulative effect of the proposed Development, when combined with all other existing and anticipated Development, will not increase the elevation of the 100-year flood more than one (1) foot at any point. This requirement can be

~~satisfied by utilization of the Floodway area where determined. Within any Approximated Floodplain Area:~~

- ~~(1) The Floodplain Administrator must use elevation and floodway information from federal, state, or other acceptable sources when available to determine the elevation above which development will be reasonably safe from flooding.~~
- ~~(2) When data from an acceptable source is not available, the Floodplain Administrator must review, or must cause to be reviewed, all proposed development to determine:

 - ~~A. The amount being invested, and~~
 - ~~B. The specific flood risk at the site.~~~~The Floodplain Administrator must then require the applicant to determine the elevation above which the development and adjacent properties, including but not limited to existing buildings, will be reasonably safe from flooding using hydrologic and hydraulic analyses or other techniques. When hydrologic and hydraulic analyses are required, they may only be prepared by a registered professional engineer who must certify that the methods used correctly reflect currently accepted technical concepts. The resulting study must include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc., must be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator.~~~~
- ~~(3) Any development and / or use of land may be permitted provided that all such uses, activities, and / or development are undertaken in strict compliance with this Floodplain ordinance and related provisions contained herein and in all other applicable federal and state laws, ordinances, and regulations.~~
- ~~(4) Within any approximated Floodplain Zone (Zone A) without Floodway Area, no new construction or development may be allowed unless it is demonstrated that the cumulative impact of the proposed development, when combined with all other existing and anticipated development, will not increase the elevation of the 100-year flood more than one foot at any point.~~
- ~~(5) When Advisory Flood Height Data is available, this data will be utilized to assist in permitting and regulating development within the Special Flood Hazard Area.~~

(d) Alteration or relocation of a Stream.

- (1) Whenever a developer intends to alter or relocate a Stream within the ~~Floodplain Area~~ Special Flood Hazard Area, the developer ~~shall~~ must notify in writing, by certified mail, the Corporation of Harpers Ferry's Floodplain Administrator, the ~~West Virginia Division of Homeland Security and Emergency Management~~ State Coordinating Office, any adjacent communities, and any adjacent property owners of all such intended activities prior to the alteration or relocation of the Stream. Copies of all required notifications must be submitted to the Federal ~~Insurance Administration~~ Emergency Management Agency. In addition, prior to issuing the ~~Certificate~~ local permit, the Floodplain Administrator ~~shall require~~ must obtain copies of all necessary permits from those governmental agencies from which federal or state law requires approval. ~~Contact information for State and Federal permitting authorities as well as addresses for required notification of appropriate County, State & Federal government agencies are contained in the Corporation of Harpers Ferry Stream Alteration administrative procedures.~~
- (2) The developer ~~shall~~ must also assure the Planning Commission in

writing that the carrying capacity within the altered or relocated portion of the Stream will be maintained. The Floodplain Administrator may require the applicant to demonstrate that the altered or relocated portion of Stream will provide equal or greater conveyance than the original Stream segment. If hydrologic and hydraulic analyses are required, they ~~shall~~ must only be undertaken by a registered professional Engineersengineer, who ~~shall~~ must certify that the methods used correctly reflect currently accepted technical concepts. The resultant study ~~shall~~ must include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc. ~~shall~~ must be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator.

- (3) Alteration of a Stream includes placement of temporary or permanent culverts, bridges, or other Stream crossings. The Floodplain Administrator may require the use of certain "best practice" techniques in the construction of bridges, culverts, or Stream crossings to prevent damage, loss of Stream crossings, and localized flooding caused by blockage. These techniques may include, but are not limited to, wing walls, trash grates, or requiring openings to be of sufficient size to pass debris and / or anticipated future increases in flood heights.
- (4) All new and replacement bridges, culverts, and other Stream crossings ~~shall~~ must adhere to the relevant anchoring requirements contained in this ordinance.
- (5) The developer is required to provide the ~~community Corporation of Harpers Ferry~~ a legal agreement detailing all scheduled inspections and maintenance to be performed on altered or relocated watercourses including culverts, bridges, and other Stream crossings. It ~~shall be~~ is the responsibility of the applicant to transfer this agreement to the ~~new owner~~ purchaser when the land associated with the watercourse alteration is transferred. A copy of all new agreements ~~shall~~ must be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator ~~shall~~ subjects the violator to the penalties set forth in Section 1711.08(d) of this ordinance.
- (6) When any watercourse alteration has occurred, The ~~the~~ applicant must submit any and all maps, computations, ~~or and~~ other material required by the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study (FIS) and / or Flood Insurance Rate Maps (FIRM), when notified by the Floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

1711.05 Criteria for ~~Project building~~ and site plan approval review.

- (a) General. ~~Permits are~~ area permit is required in order to determine whether all new construction or ~~substantial~~ Substantial Improvements are:
 - (1) Located in an identified Floodplain, Floodway, or other Special ~~Flood Hazard~~ Area.
 - (2) Designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the Structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - (3) Constructed with material and utility equipment resistant to flood damage as outlined in FEMA Technical Bulletin 2-93 (FIA-TB-2) or the most recent revision thereof.

(4) Constructed by methods and practices that minimize flood damage.
 (5) Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and / or located so as to prevent water from entering or accumulating within the components during ~~conditions of~~ flooding.

~~(5)~~ (6) To comply with West Virginia Code §11-3-3a concerning the County Assessor's "Building or Real Property Improvement Notice".

~~(6)~~ (7) Approved by the Jefferson County Health Department for Wellwell, Septic-septic, and other permits to assure facilities are designed and located in compliance with the flood damage reduction requirements of this Ordinance.

(b) Basic format. The basic format of the permit must include the following:

(1) Name and address of applicant.

(2) Name and address of owner of land on which proposed development is to occur.

(3) Names, addresses, and valid West Virginia license numbers of all contractors working at the building site, or affidavits stating that work is being performed by individuals exempt from contractor licensing as set forth in Title 28, Series 2, section 3.9 (b) of the West Virginia Code of State Regulations or the most recent revision thereof, if known at the time the permit application is submitted. If not known, applicant must provide the information within 14 days of execution of a contract with its contractor(s) prior to beginning construction.

(4) A description of Site location sufficient to locate the ~~project proposed development~~ including tax map and parcel numbers and most recent deed book and page number.

(5) A standard site plan showing size and location of the proposed development as well as any existing buildings or structures. The site plan must also show all adjacent roads and watercourses with direction of flow, the lowest adjacent grade to the proposed foundation and / or toe of fill, the Base Flood Elevation, and the location of the Floodway boundary when applicable.

(6) An acknowledgment that the applicant agrees to pay any and all fees associated with the permitting process as set forth in ~~Section 7.9 hereof~~ Sections 1711.07(c) and (i) of this Ordinance.

(7) An acknowledgment that the applicant agrees to allow the Floodplain Administrator and authorized representatives of floodplain management programs access to the development to inspect for compliance.

(8) The contract required by West Virginia Code of State Regulations, Title 28, Series 4, and all addenda to the contract(s) must be presented to the Floodplain Administrator for review within ~~five~~ (5)14 business days of contract signing. ~~The community does not require and will not keep copies of the contracts or addenda. The Floodplain Administrator must keep copies of all contracts or addendums and file redacted copies of the contracts and addendums with the Clerk of the County Court in the applicant's permit application file. The Floodplain Administrator must consult with the applicant to redact proprietary and confidential information from the contracts and addendums that are not otherwise public information. Failure to present contract(s) or addenda for review shall voids the permit. If a licensed contractor is not involved, or the work is of an aggregate value of less than ten thousand dollars\$10,000 including materials and labor, a brief written description of proposed work and the estimated value will suffice.~~

- (c) Elevation and Flood Proofing information. All applicants are encouraged to exceed the minimum elevation requirements contained herein. Flood insurance rates can be lowered significantly by increasing the elevation of the Lowest Floor above the Freeboard height required by this Ordinance.

Depending on the type of Structure involved, the following information must also be included in the application for work within the ~~Floodplain Area~~Special Flood Hazard Area:

- (1) For Structures, ductwork, and electrical connections to be elevated two feet above the Base Flood Elevation:
 - A. A plan showing the size of the proposed Structure and its relation to the Lot where it is to be constructed.
 - B. A determination of elevations of the Base Flood, existing ground, proposed finished ground, and Lowest Floor, certified by a registered professional engineer or Licensed Professional Surveyor.
 - C. Plans showing the method of elevating the proposed Structure including details of proposed fills, pile Structures, retaining walls, foundations, erosion protection measures, etc. When required by the Floodplain Administrator, a registered professional engineer or architect ~~shall~~must prepare these plans.
 - D. Plans showing the methods used to protect utilities (including sewer, water, telephone, electric, gas, etc.) from flooding to two feet above the Base Flood Elevation at the Building Site.
 - E. During the course of construction, as soon as the basic elements of the Lowest Floor are in place and before further vertical construction, it is highly recommended that the applicant check for error by obtaining elevation data completed by a registered professional engineer or Licensed Professional Surveyor certifying the height of the Lowest Floor. If a mistake in elevation has been made, this is the best time to correct the error.
 - E.F. A finished construction elevation certificate must be prepared by a Licensed Professional Surveyor or others of demonstrated qualification. The elevation certificate must confirm that the Structure in question together with attendant utilities are elevated in compliance with permit conditions.
 - F.G. A Non-conversion Agreement ~~shall~~must be signed by the applicant whenever the ~~community Floodplain Administrator~~ determines that the area below the first floor could be converted to a non-conforming use (generally applies to enclosed areas below Base Flood Elevation that are five feet high or more). This agreement must state:
 1. The area below Base Flood Elevation may not be converted for use other than for parking, Building access, or for allowable storage as detailed in this Ordinance.
 2. The applicant agrees to notify prospective buyers of the existence of the Non-Conversion Agreement. It is the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature. ~~—aA copy of all new agreements—Non-conversion Agreements~~ must be provided to the Floodplain Administrator. Failure to transfer the agreement—Non-conversion Agreement and provide a

signed copy to the Floodplain Administrator will subject the violator to the penalties set forth in Section ~~8.31~~1711.08(d) of this Ordinance.

- (2) For Structures to be Flood-proofed to two feet above the Base Flood Elevation (non-residential Structures only):

All applicants ~~are encouraged to must meet or~~ exceed the minimum Flood-proofing requirements contained herein. Flood insurance rates can be lowered significantly by increasing the level of Flood-proofing above the height required by this Ordinance. In order to obtain an "elevation credited" flood insurance rate on dry flood proofed buildings, Flood-proofing must extend at least one foot above the Base Flood Elevation.

- A. Plans showing details of all Flood-proofing measures, prepared by a registered professional engineer, showing the size of the proposed Structure and its relation to the Lot where it is to be constructed.
- B. A determination of elevations of the Base Flood, existing ground, proposed finished ground, Lowest Floor, and Flood-proofing limits, certified by a registered professional engineer or Licensed Professional Surveyor.
- C. A Flood-proofing Certificate, FEMA 81-65, as revised by FEMA, must be prepared by the registered professional engineer who prepared the plans in (1) above, stating that the Structure in question, together with attendant utility and sanitary facilities, is designed so that:
 - 1. The Structure is watertight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.
 - 2. The Structure will withstand the hydrostatic, hydrodynamic, buoyant, impact, and other forces resulting from the flood depths, velocities, pressures, and other factors associated with the Base Flood.

- (3) For Appurtenant Structures constructed of flood resistant materials - used solely for parking of vehicles, or limited storage (~~Accessory Appurtenant~~ Structures only):

- A. A Site Plan prepared by a Licensed Professional Surveyor or others of demonstrated qualifications showing elevation of existing ground, proposed finished ground, and Lowest Floor. The plan must also show details of proposed flood resistant materials usage and the size of the proposed Structure and its relation to the Lot where it is to be constructed. The location of the Floodway boundary must be represented on the plan when a Floodway is present on the Site.
- B. An ~~elevation Elevation report or certificate~~Certificate, based on finished construction, must be prepared by a Licensed Professional Surveyor or others of demonstrated qualifications. This certificate or report must confirm that the Structure in question, together with attendant utilities, is designed so that:
 - 1. Flood resistant materials as detailed in FEMA Technical Bulletin 2-93 (FIA-TB-2) are used in the construction of the Structure from the lowest structural element to two feet above the Base Flood Elevation and that all utilities are located at least two feet above the Base Flood Elevation.

2. Hydrostatic flood forces on exterior walls are equalized by allowing for automatic entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding ~~shall~~must be provided.
- ii. The bottom of all openings ~~shall~~must be no higher than one foot above grade.
- iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

C. In addition, the applicant ~~shall~~must sign a Non-conversion Agreement and notify prospective buyers of the existence of the ~~agreement~~Non-conversion Agreement. It is the responsibility of the applicant to transfer the Non-conversion Agreement to any new owner at closing via notarized signature. A signed copy of the transferred Non-conversion Agreement ~~shall~~must be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator ~~shall~~ will subject the violator to the penalties set forth in Section ~~8.31711.08~~(d) of this Ordinance.

(d) Site Plan criteria. Site plans are required for all development, new construction and substantial improvements determined to be located in a Special Flood Hazard Area and all proposed subdivisions. These proposals must be reviewed by the Floodplain Administrator to assure that they are consistent with the need to minimize flood damage.

~~(d) The owner or developer of any proposed Development, including Subdivisions Commercial Development and Manufactured Home Parks, shall~~must submit a preliminary Site Plan to the Floodplain Administrator that includes the following information:

- (1) Name of registered professional engineer, Licensed Professional Surveyor, or other qualified person responsible for providing the information required in this section.
- (2) ~~A map showing the location of the proposed Subdivision and / or Development with respect to Floodplain areas, proposed Lot sites, and fills. In addition, it is required that all Subdivision proposals and other proposed new Developments which are proposed to take place either fully or partially within the approximated Floodplain (F4) and which are greater than ten (10) Lots or two (2) acres, whichever is the lesser, shall include Base Flood Elevation data and shall delineate a Floodway. If FEMA has completed a Flood Insurance Study (FIS), that data must be used to substantiate the Base Flood. Otherwise, the developer may submit data provided by an authoritative source, such as U.S. Army Corps of Engineers, U.S. Geological Survey, Natural Resources Conservation Service, state and local water resource departments, or technical data developed using detailed methodologies comparable to those contained in a Flood Insurance Study. This data shall be prepared and certified by a registered professional Engineer, who shall certify that the technical methods used correctly reflect currently accepted technical concepts.~~A map showing the location of the proposed subdivision

- and / or development with respect to Floodplain areas, proposed Lot sites, and fill areas.
- (3) Where the Subdivision and / or Development lie partially or completely in the ~~Floodplain areas~~ Special Flood Hazard Area, the plan map must include detailed information giving the location and elevation of proposed roads, ~~public~~ utilities, and building sites. All such maps must also show contours at intervals of two or five feet, depending upon the slope of the land, and identify accurately the boundaries of the ~~Floodplain areas~~ Special Flood Hazard Area. A registered professional engineer or Licensed Professional Surveyor must certify the site plan.
- ~~(4) Where the Subdivision or other Development Site lies partially in the Floodplain area and all proposed Development including fill will take place on natural grade a significant vertical distance above the Floodplain boundary depicted on the map, preparation of detailed Base Flood Elevation data may not be necessary. In these cases the site plan for the proposed Development must show contours at intervals of two (2) or five (5) feet and clearly delineate the area to be developed and the location of the Floodplain areas as depicted on the FEMA map. A registered professional Engineer, licensed professional surveyor or others of demonstrated qualifications must certify the Site Plan. All subdivision proposals and other proposed new developments which are proposed to take place either fully or partially within the Approximated Floodplain Area (F4) and which are greater than 10 lots or two acres, whichever is the lesser, must include Base Flood Elevation data and delineate the Floodway.~~
- A. When a Flood Insurance Study (FIS) is available from FEMA, the data contained in that study must be used to substantiate the Base Flood Elevation.
- B. If a FEMA Flood Insurance Study is not available, the required data may be available from an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, Natural Resource Conservation Service, or state and local water resource department.
- C. If the required data is not available from other sources, the applicant must develop the technical data using detailed methodologies comparable to those contained in a Flood Insurance Study. This data must be prepared and certified by a registered professional engineer, who must certify that the methods used correctly reflect currently accepted technical concepts.
- ~~(4)~~ (5) Where the subdivision or other development site lies partially in the Special Flood Hazard Area and all proposed development including fill will take place on natural grade a significant vertical distance above the Approximated Floodplain Area (Zone A) boundary depicted on the map, development of detailed Base Flood Elevation data may not be necessary. In these cases the site plan for the proposed development must show contours at intervals of two or five feet, depending on the slope, and clearly delineate the area to be developed and the location of the Special Flood Hazard Area boundary as scaled from the FEMA map. A registered professional engineer, Licensed Professional Surveyor, or others of demonstrated qualifications must certify the site plan.
- (e) Restrictions to subdivision of land in Floodplain areas. Subdivision of land in the ~~Floodplain area~~ Special Flood Hazard Area must result in Lots that include a buildable portion outside of the ~~identified flood~~

~~hazard area~~ Special Flood Hazard Area and be served by streets within the proposed subdivision having surfaces ~~not lower than 1 foot below the elevation at or above the Base Flood Elevation~~ of the line defining the ~~Floodplain~~ Special Flood Hazard Area limits. All new Structures must be sited on the portion of the subdivided Lot that is located outside of the ~~identified flood hazard area~~ Special Flood Hazard Area.

1711.06 Specific requirements.

- (a) Design and construction standards. In order to prevent excessive damage to Buildings, Structures, and related utilities and facilities, the following restrictions apply to all Development, subdivision proposals, manufactured home parks, new construction and to construction of substantial Improvements, and the repair of substantial damage, to existing Structures occurring in the ~~Floodplain Area~~ Special Flood Hazard Area.

(1) Basement and Lowest Floors.

- A. Residential Structures - All new construction, relocation, substantial Improvements, including repair of substantial damage, of residential Structures must have the Lowest Floor, including basement, ductwork, and utilities, elevated to two feet above the Base Flood Elevation.
- B. Non-residential Structures - All new construction, relocation, substantial Improvements, including repair of substantial damage, of nonresidential Structures must have the Lowest Floor, including basement, ductwork, and utilities, elevated to two feet above the Base Flood Elevation; or, together with attendant utility and sanitary facilities, be designed so that the Structure is watertight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.
- C. Openings - For all new construction, relocation, substantial Improvements, and repair of substantial damage, those fully enclosed areas below the Lowest Floor that are usable solely for parking of vehicles, Building access, or storage in an area other than a basement and which are subject to flooding ~~shall~~ must be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided.
 2. The bottom of all openings may be no higher than one foot above grade.
 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

- (2) A Non-conversion Agreement must be signed by the applicant on all flood-proofed Structures and any elevated Structures when the ~~community Floodplain Administrator~~ determines that the area below the first floor could be converted to a non-conforming use (generally applies to enclosed areas below Base Flood Elevation that are five feet high or more). This agreement must state:

- 1131 A. The area below Base Flood Elevation may not be converted
 1132 for use other than for parking, Building access, or for
 1133 allowable storage as detailed in this Ordinance.
- 1134 B. The applicant agrees to notify prospective buyers of the
 1135 existence of the Non-conversion Agreement. It is the
 1136 responsibility of the applicant to transfer the ~~agreement~~
 1137 Non-conversion Agreement at closing to the new owner via
 1138 notarized signature, ~~a. A~~ copy of all new agreements must
 1139 be provided to the Floodplain Administrator. Failure to
 1140 transfer the ~~agreement~~ Non-conversion Agreement and provide
 1141 a signed copy to the Floodplain Administrator will subject
 1142 the violator to the penalties set forth in Section
 1143 ~~8.31~~ 1711.08(d) of this Ordinance.
- 1144 (3) Manufactured home placement. ~~Certain unique characteristics of~~
 1145 ~~manufactured homes installed in flood hazard areas pose an~~
 1146 ~~elevated risk of substantial damage to property. Thus,~~
 1147 ~~manufactured homes shall not be sited within identified flood~~
 1148 ~~hazard areas.~~ Manufactured home(s) and mobile home(s) placement is
 1149 prohibited with the jurisdictional boundaries of the Corporation
 1150 of Harpers Ferry.
- 1151 (4) Accessory Appurtenant Structures.
- 1152 A. ~~Except as provided in subsection 2 below~~ When possible,
 1153 Accessory Appurtenant Structures must be located out of the
 1154 Floodplain area or elevated to two feet above the Base
 1155 Flood Elevation Special Flood Hazard Area.
- 1156 B. Where Accessory Appurtenant Structures not connected to the
 1157 principal Structure are to be located on sites below the
 1158 Base Flood Elevation, the following flood damage reduction
 1159 provisions apply:
- 1160 1. Use of the Structure is restricted to parking or
 1161 limited storage.
- 1162 i. Structures may be no more than ~~600~~ 300 square
 1163 feet in size and valued at less than
 1164 ~~\$10,000.00~~ \$7,000.
- 1165 ii. Floors must be at or above grade on at least
 1166 one side.
- 1167 iii. Structures must be located, oriented, and
 1168 constructed to minimize flood damage.
- 1169 iv. Structures must be designed (or modified) and
 1170 adequately anchored to prevent flotation,
 1171 collapse, or lateral movement of the Structure
 1172 resulting from hydrodynamic and hydrostatic
 1173 loads, including the effects of buoyancy.
- 1174 v. Flood resistant materials as detailed in FEMA
 1175 Technical Bulletin 2-93 (FIA-TB-2) must be used
 1176 in the construction of the Structure from the
 1177 lowest structural element to two feet above the
 1178 Base Flood Elevation.
- 1179 vi. Machinery, electric devices or appliances, and
 1180 all utilities must be located at least two feet
 1181 above the Base Flood Elevation.
- 1182 vii. The venting requirements contained in Section
 1183 6.1 (A) are applicable and shall be strictly
 1184 adhered to. Hydrostatic opening requirements.
 1185 Hydrostatic flood forces on exterior walls are
 1186 equalized by allowing for automatic entry and
 1187 exit of floodwaters. Designs for meeting this
 1188 requirement must either be certified by a

registered professional engineer or architect,
or meet or exceed the following minimum
criteria:

- (A) A minimum of two openings having a total area of not less than one square inch for every square foot of enclosed area subject to flooding must be provided.
- (B) The bottom of all openings must be no higher than one foot above grade.
- 2.(C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

3.2. A-In addition, a Non-conversion Agreement ~~shall~~ must be signed by the applicant stating that the use of the ~~Accessory Appurtenant~~ Structure or detached or attached garage ~~shall~~ must not be changed from the use permitted, acknowledging that the Structure may be subject to greater flood risk and that higher flood insurance premiums may be possible, and that a change in use may require full compliance with this Ordinance. The applicant agrees to notify prospective buyers of the existence of ~~this agreement~~ the Non-conversion Agreement. It ~~shall be~~ is the responsibility of the applicant to transfer the ~~agreement~~ Non-conversion Agreement at closing to the new owner via notarized signature. ~~7-a A copy of all new agreements shall the Non-conversion Agreement must~~ be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator will subject the violator to the penalties set forth in ~~Section 8.3 1711.08(d)~~ of this Ordinance.

- (5) Recreational vehicle placement. Recreational vehicles to be placed within any ~~Floodplain area~~ Special Flood Hazard Area ~~shall~~ must either:
 - A. Be on site for fewer than 180 consecutive days; or,
 - B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect utilities and security devices, and has no permanently attached additions.
- (6) Fill. The Corporation of Harpers Ferry officially recognizes the beneficial functions the Floodplain area serves in storage and transportation of water during floods. Placement of fill in the ~~Floodplain area~~ Special Flood Hazard Area is discouraged and should be minimized. Placement of fill in other areas of the Floodplain-Special Flood Hazard Area is restricted to functional purposes such as elevating a Structure. Fill is only permitted in the same permit with the related Structure or other functional purpose. Placement of fill to dispose of spoil from excavation, ~~elevation of or to elevate~~ yards, parking lots, or fields will not generally be considered a functional purpose. The Floodplain Administrator may require the developer to provide Compensatory Storage before permitting fill. All fill placed in the Floodplain area ~~shall~~ must meet or exceed the following standards:
 - A. Fill ~~shall~~ must only be used to the extent to which it does not adversely affect the subject property and adjacent

properties. The ~~Harpers Ferry Floodplain Manager~~
~~Administrator~~ may require the applicant to ~~show demonstrate~~
 through ~~hydrologic and hydraulic engineering techniques~~
~~reports~~ that proposed fill would not adversely affect
 adjacent properties. ~~Hydrologic~~ When required, hydrologic
 and hydraulic analyses ~~shall must~~ be undertaken only by a
 professional ~~Engineers or others of demonstrated~~
~~qualifications~~ engineer, who ~~shall must~~ certify that the
 technical methods used correctly reflect currently accepted
 technical concepts. The resultant study ~~shall must~~ include
 a cover letter, signed ~~and sealed~~ by the responsible
 professional, providing a statement of findings in basic
 terms. In addition, studies, analyses, computations, etc.,
~~shall must~~ be submitted in sufficient detail to allow a
 thorough technical review by the ~~Harpers Ferry Floodplain~~
~~Manager~~ Administrator. During permit review, the Floodplain
 Administrator must consider the following issues that have
 the potential to cause adverse impact to the subject
 property and adjacent properties:

1. Unacceptable increases in flood heights;
2. Blocking drainage from the subject property and adjacent properties;
3. Deflection of floodwaters onto adjacent existing Structures;
4. Increases to stream velocity initiating or exacerbating erosion problems; and
- A-5. Other unique site conditions may be considered when determining whether fill will cause adverse impact to the subject property and adjacent properties including, but not limited to, subsidence areas, karst topography, stream blockages, and steep topography adjacent to the channel.

B. Fill ~~shall must~~ only be used to the extent to which it does not adversely affect the capacity of channels or Floodways of any tributary to the main Stream, drainage ditch, or any other drainage facility or system.

B-C. A fill site must be contoured to drain properly (avoid ponding) consistent with pre-construction conditions. This provision does not apply to properly constructed impoundments which comply with the remainder of this Ordinance and which are properly permitted by the West Virginia Department of Environmental Protection.

C-D. Fill ~~shall must~~ extend beyond a Structure for a sufficient distance to provide acceptable access. For residential Structures, fill ~~shall must~~ extend laterally ~~fifteen (15)~~ feet beyond the Building line from all points before the start of sloping required in the following subsection. For non-residential Structures, fill ~~shall must~~ be placed to provide access acceptable for intended use. At grade access, ~~with~~ fill extending laterally ~~fifteen (15)~~ feet beyond the Building line ~~shall must~~ be provided to a minimum of ~~twenty-five (25%)~~ percent of the perimeter of a non-residential Structure.

D-E. Fill ~~shall must~~ consist of soil or rock material only. Sanitary landfills ~~shall are~~ not ~~be~~ permitted. ~~No trash or woody debris may be buried on the site.~~

E-F. Fill material ~~shall must~~ be compacted to provide the necessary stability and resistance to erosion, scouring, or

settling. Fill compaction standards must be appropriate to proposed post-fill use; particular attention is necessary when fill is being used to elevate a Structure.

G. Fill slopes ~~shall~~must be no steeper than one ~~(1)~~ vertical on two ~~(2)~~ horizontal, unless substantiating data justifying steeper slopes are submitted to and approved by the Floodplain Administrator.

~~F.H.~~ Fill site and fill must be protected from erosion.

~~G.I.~~ Fill slopes exposed to flood waters with expected velocities during the occurrence of the Base Flood of five feet per second or less must be protected from erosion by covering them with grass, vines, weeds, or similar vegetative undergrowth.

J. Fill slopes exposed to flood waters with expected velocities during the occurrence of the Base Flood of greater than five feet per second must be protected from erosion by armoring them with stone or rock slope protection.

~~H.K.~~ All applicants placing fill in a Special Flood Hazard Area must obtain a Conditional Letter of Map Revision (CLOMR-F) from FEMA when directed to do so by the Floodplain Administrator before a permit can be issued. After fill is finished, the applicant must convert the CLOMR-F to a Letter of Map Revision based on Fill (LOMR-F) before a Certificate of Compliance / Occupancy can be issued. The Floodplain Administrator is hereby appointed as the designated official to approve a request for a (CLOMR-F) or (LOMR-F). The Flood Administration must cooperate with the applicant with respect to any requirements of FEMA for requesting a (CLOMR-F) or (LOMR-F), which includes, but is not necessarily limited to, approving said request and executing Form 1, "Overview & Concurrence Form", or other form as may be required by FEMA.

~~I.L.~~ The applicant must submit any maps, computations, or other material required by the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study (FIS) and / or Flood Insurance Rate Maps (FIRM), when notified by the Floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

- (7) Placement of Structures and other Development. All Structures and other Development ~~shall~~must be constructed or placed on the ~~lot~~ property so as to offer the minimum obstruction to the flow of water and ~~shall~~must be designed to have a minimum obstruction effect upon the flow and height of floodwater.

A. Whenever possible, Structures and other Development ~~shall~~ must be constructed with the longitudinal axis parallel to the direction of flood flow, and

B. So far as practicable, Structures and other Development ~~shall~~must be placed approximately on the same flood-flow lines as those of adjoining Structures or Development.

- (8) Anchoring.

A. All Structures and other Development including Stream crossings ~~shall~~must be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, and lateral movement, thus reducing the threat to life and property, and decreasing the possibility of the blockage of bridge openings and other restricted sections of the watercourse.

- 1363 B. All air ducts, large pipes, swimming pools, and storage
 1364 tanks located at or below the Base Flood Elevation ~~shall~~
 1365 must be firmly anchored to resist flotation or lateral
 1366 movement.
- 1367 (9) Flood protection setback.
- 1368 A. A Flood Protection Setback equal to twice the width of the
 1369 watercourse channel, measuring from the top of one bank to
 1370 the top of the opposite bank or 50 feet, whichever is less,
 1371 ~~shall-must~~ be maintained from the top of the banks of all
 1372 watercourses. To reduce erosion, natural vegetation ~~shall~~
 1373 must be maintained in this area. Where natural vegetation
 1374 does not exist along the watercourse and conditions for
 1375 replanting are suitable, high priority ~~shall-must~~ be given
 1376 to planting vegetation in the setback area to stabilize
 1377 banks, and enhance ~~flood protection and benefit~~ aquatic
 1378 resources.
- 1379 B. Necessary public works and temporary construction may be
 1380 exempted from this subsection at the discretion of the
 1381 Planning Commission.
- 1382 C. ~~The Planning Commission may consider an appeal to~~ At the
 1383 discretion of the Planning Commission, the Flood Protection
 1384 Setback requirement may be waived in whole or in part if
 1385 the applicant demonstrates that it is impossible to allow
 1386 any Development without encroachment into the Flood
 1387 Protection Setback area. The appeal conditions ~~shall-must~~
 1388 be the minimum necessary and ~~shall-must~~ be made only after
 1389 due consideration is given to varying other siting
 1390 standards, such as side, front, and rear setbacks.
- 1391 (10) Storage.
- 1392 A. No materials that are buoyant, flammable, explosive, or in
 1393 times of flooding could be injurious to human, animal, or
 1394 plant life, ~~shall-may~~ be stored below Base Flood Elevation,
 1395 except for mineral storage properly and wholly within the
 1396 ground in compliance with other state environmental agency
 1397 requirements.
- 1398 B. Storage of other material or equipment may be allowed if
 1399 not subject to ~~major-substantial~~ damage by floods and
 1400 firmly anchored to prevent flotation or readily removable
 1401 from the area within the time available after flood
 1402 warning.
- 1403 C. Due to the potential of masking the natural elevation and
 1404 making it more difficult to enforce this Ordinance,
 1405 material that resembles "fill" material ~~shall-may~~ not be
 1406 considered "storage" material for purposes of this
 1407 subsection.
- 1408 (11) Utility and facility requirements.
- 1409 A. All new or replacement water systems, whether public or
 1410 private, ~~shall-must~~ be designed to minimize or eliminate
 1411 infiltration of floodwaters into the systems.
- 1412 B. All new or replacement sanitary disposal systems, whether
 1413 public or private, ~~shall-must~~ be designed to minimize or
 1414 eliminate infiltration of floodwaters into the systems and
 1415 discharges from the systems into floodwaters.
- 1416 C. All other new or replacement public ~~and~~ or private
 1417 utilities and facilities ~~shall-must~~ be located and
 1418 constructed to minimize or eliminate flood damage.
- 1419 D. On-site waste disposal systems ~~shall-must~~ be located to
 1420 avoid impairment to ~~them~~ the system or contamination from

them during flooding.

- (12) Drainage. Adequate Drainage ~~shall must~~ be provided to reduce exposure to flood hazard areas as well as around Structures on slopes within Zones AH and AO to guide floodwaters around and away from proposed Structures.
- (13) Backflow preventers. Backflow prevention valves should be used for all enclosed Structures with sewage or Drainage facilities located in the ~~Floodplain~~ Special Flood Hazard Area.

1711.07 Administration.

- (a) Designation of Floodplain Administrator. The President of the Planning Commission or their designee is hereby appointed as Floodplain Administrator ~~to administer and~~ and is vested with the responsibility, authority, and means to implement ~~this local law by granting or denying Floodplain Development permits in accordance with its provisions the commitments made.~~ The Town Council may enter into an agreement with Jefferson County for these functions. Upon appointment of a new Floodplain Administrator, the meeting minutes with the applicable Floodplain Ordinance must be provided to the State Coordinating Office and FEMA.

Within one year of appointment, the new Floodplain Administrator and their designee must attend the State/FEMA sponsored NFIP Class 273 entitled "Managing Floodplain Development" and remain current with State required continuing education annual training. (See W.Va. Code §15-5-20a.) In the absence of a formally appointed Floodplain Administrator, the duties set forth in this Ordinance for the Floodplain Administrator must be temporarily fulfilled by the President of the Planning Commission.

- ~~(a)~~ The Floodplain Administrator must administer and implement this Ordinance by reviewing, granting, or denying floodplain development permits in accordance with its provisions. The Floodplain Administrator must also be responsible for submitting all required reports to FEMA concerning participation in the National Flood Insurance Program (NFIP).
- (b) ~~Project~~ Development permits and Site Plan approvals required. It ~~shall be~~ is unlawful for any contractor, person, partnership, business, or corporation or limited liability corporation, or entity to undertake or cause to be undertaken, any Development or the new construction, substantial Improvement, repair of substantial damage, or the placement or relocation of any Structure within the Corporation of Harpers Ferry, unless a complete Project Permit permit application and standard site plan have been submitted and a Certificate an approved permit has been obtained from the Floodplain Administrator as determined by this Article. In addition, where land that is either partially or fully in the Special Flood Hazard Area is to be subdivided, utilized for a subdivision, or otherwise developed, a detailed site plan must be submitted to, and approved by, the Floodplain Administrator prior to any development.
- (c) ~~Approval~~ Review, approval, or denial of permits and plans.
- (1) The Floodplain Administrator ~~shall must~~ review, or ~~shall~~ cause to be reviewed, all permit applications and plans within 90 days from the permit application submission date in order to determine whether the proposed Building sites are development is Reasonably Safe From Flooding.
- ~~(1)~~ (2) The Floodplain Administrator must review all objections, comments, protest letters, and other writings submitted in opposition of said Floodplain Permit Application and give due consideration to the same before granting or denying said permit.

However, denial of the permit must be based on not meeting the standards outlined in this Ordinance.

~~(2)~~ (3) All permits and plans ~~shall may~~ be approved only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of ~~the this Ordinance,~~ and state ~~and federal laws and regulations~~ and all other applicable codes and ordinances.

~~(3)~~ (4) The Floodplain Administrator ~~shall may~~ not issue a ~~Certificate permit~~ to any ~~applicant person or entity who employs a contractor~~ who does not possess a valid contractor's license when a contractor's license is required by West Virginia State Code ~~§21-11-10~~.

~~(4)~~ (5) The Floodplain Administrator, before issuance of the Certificate, ~~shall must~~ require the applicant to furnish satisfactory proof that ~~the applicant, or the contractor they employ,~~ such person or entity is duly licensed as a contractor under the provisions of West Virginia State Code. If the applicant, or employed contractor, is not licensed, a written affidavit that such person or entity is not subject to licensure as a contractor or subcontractor as defined in West Virginia Code § 21-11-3 ~~shall must be provided to the Floodplain Administrator and placed in the permit file~~ filed with the Town Clerk, date and time stamped, and filed in the official Floodplain Permit Application File.

~~(5)~~ (6) The Floodplain Administrator ~~shall must~~ require and keep on file copies of ~~all necessary permits from those governmental agencies from which Federal or State Law requires approval~~ any documentation pertaining to the permit from any other governmental agencies. Whether federal or state, if such site approval is required, this must be submitted to the Town Clerk, date / time stamped, and filed in the official Floodplain Permit Application File prior to final issuance of said permit and prior to the start of construction. This information must be maintained for the life span of the development..

~~(6)~~ (7) The Floodplain Administrator ~~shall must~~ provide a copy of all ~~Certificates permits~~ to the County Assessor as required by West Virginia Code § 11-3-3a and provide a copy of all Floodplain permits for new Structures to the County E-911 Addressing Coordinator.

~~(7)~~ (8) ~~The Corporation of Harpers Ferry shall provide sufficient space to allow the Floodplain Administrator to keep on file in perpetuity, in a location safe from natural hazards, all information collected during the course of the administration of this ordinance. After filing an Application for a Floodplain Permit and receiving a properly and timely filed objection to the issuance of a Floodplain Permit Application, but prior to the Floodplain Administrator's decision to grant or deny the same, the Floodplain Administrator may, in his sole discretion, hold a public meeting wherein evidence can be taken or given by interested persons or parties. Said meeting must have a court reporter present to record all testimony and receive all exhibits and evidence. Said meeting notice must be mailed by certified mail, return receipt requested, to the Permit Applicant and the objecting person or entity and placed upon the agenda of a regularly scheduled Planning Commission meeting announcing the date, time, and place of said meeting not prior to 10 calendar days from official announcement. The meeting transcript and exhibits presented must be filed in the official Floodplain~~

Application Permit File.

- (d) Application procedures. Application for a permit and / or site plan approvals ~~shall must be made~~filed, in writing and in duplicate, on the forms supplied by the ~~Corporation of Harpers Ferry, Planning Commission~~ and ~~shall must~~ include all information stipulated under Section 1711.05 of this Ordinance.
- (e) ~~Changes~~Revisions to approved Floodplain permit. After the issuance of a ~~Certificate Floodplain permit or site plan approval~~ by the Floodplain Administrator or Floodplain Appeals Board, no changes or revisions of any kind ~~shall may~~ be made to the application, permit, or any of the plans, specifications, or other documents submitted with the application without the written consent or approval of the Floodplain Administrator.
- (f) Permit placards.
- (1) The Floodplain Administrator ~~shall will~~ issue a Certificate permit placard, which ~~shall must~~ be prominently displayed on the ~~premises subject property~~ during the time ~~construction~~ development is in progress. This placard ~~shall must~~ show the number of the ~~Certificate permit~~, and the date of its issuance, and be signed by the Floodplain Administrator or by the Town Council of the Corporation of Harpers Ferry sitting as the Floodplain Appeals Board.
- ~~(2) In areas of flood hazard it shall be unlawful to inspect and approve or install a temporary electrical utility connection to any Building or premises, or both, or part thereof hereafter created, erected or rebuilt until a placard has been issued by the Floodplain Administrator indicating that the Development has applied for a Certificate and agreed to the requirements of this ordinance in the case of Development occurring inside of the identified flood hazard area.~~
- (g) Start of construction. Work on the proposed development must begin within 180 days after the date of issuance of the Floodplain permit or it will expire, unless a time extension request made in writing to the Floodplain Administrator and filed in the official Floodplain Permit Application File is granted in writing by the Floodplain Administrator after a showing by the applicant of "justifiable delay" not caused by the negligence or lack of due diligence of the applicant. Any extension of the 180-day Start of Construction timeframe may only be granted if the permit holder can demonstrate compliance with this Floodplain Ordinance, FIRM, and / or FIS in effect at the time the extension is granted. All work on the proposed development must be completed within 18 months of permit issuance, at which time the permit will expire, unless a time extension made in writing to the Floodplain Administrator and filed in the official Floodplain Permit File is granted in writing by the Floodplain Administrator. The request for a time extension must be in writing and must state the reasons for the extension. When considering an extension, the Floodplain Administrator must consider the following criteria:
- (1) Has the applicant diligently pursued the completion of the proposed development during the 18 months?
- (2) Will the granting of the extension be detrimental to public safety, health, or welfare, or be injurious to other property?
- ~~(g)~~ (h) Stop-work orders, inspections and revocations.
- (1) Stop-work orders.
- A. The Floodplain Administrator ~~shall must~~ issue, or cause to be issued, a Stop-Work Order for any development found ongoing ~~in the Floodplain area without having obtained a Certificate without having obtained an approved Floodplain~~

- 1595 permit. Disregard of a Stop-Work Order ~~shall-will~~ subject
 1596 the violator to the penalties described in Section
 1597 1711.08(d) of this Ordinance.
- 1598 B. The Floodplain Administrator ~~shall-must~~ issue, or cause to
 1599 be issued, a Stop-Work Order for any development found non-
 1600 compliant with the provisions of this ~~law~~ Ordinance and /
 1601 or the conditions of the ~~permit~~ Floodplain permit.
 1602 Disregard of a Stop-Work Order ~~shall-will~~ subject the
 1603 violator to the penalties described in Section 1711.08(d)
 1604 of this Ordinance.
- 1605 C. In the event that the Floodplain Administrator issues a
 1606 Stop-Work Order, the Floodplain permit must be stayed
 1607 pending a determination of whether a violation actually
 1608 occurred and / or abatement of the alleged violation,
 1609 whichever occurs first.
- 1610 B.D. In the event of an appeal on a Floodplain permit, the
 1611 Floodplain Administrator must immediately issue a Stop-Work
 1612 Order that will remain in effect until a resolution of said
 1613 appeal.
- 1614 (2) Inspections and revocations.
- 1615 A. During the ~~construction-development~~ period, the Floodplain
 1616 Administrator or other authorized Town, state, or federal
 1617 official may inspect the premises to determine that the
 1618 work is progressing in compliance with the information
 1619 provided on the Floodplain permit application, this
 1620 Ordinance, and all applicable Town, state, and federal laws
 1621 and ordinances.
- 1622 B. If the Floodplain Administrator discovers that the work
 1623 does not comply with the Floodplain permit application or
 1624 ~~any applicable laws and ordinances~~ this Ordinance, or that
 1625 there has been false statement(s) or misrepresentation(s)
 1626 by any applicant in the permitting process, the Floodplain
 1627 Administrator ~~shall-must~~ issue a Stop-Work Order, revoke
 1628 the permit, and request a temporary injunction in the
 1629 Circuit or Magistrate Court of Jefferson County,
 1630 West Virginia. The Floodplain Administrator must notify any
 1631 appropriate agency or authority if the Floodplain
 1632 Administrator finds a violation of any Floodplain law,
 1633 regulation, or ordinance.
- 1634 C. The Floodplain Administrator or other authorized Town,
 1635 state, or federal official may inspect any Development
 1636 covered by this or previous Floodplain ordinances to
 1637 determine whether any portion of the Development has been
 1638 altered to be in non-compliance with the requirements of
 1639 ~~this ordinance or other ordinances.~~
- 1640 ~~(h)~~ (i) Floodplain Certificate of Compliance.
- 1641 (1) In ~~areas of flood hazard~~ the Special Flood Hazard Area, it ~~shall~~
 1642 ~~be~~ is unlawful to occupy, or to permit the use or occupancy of,
 1643 any Building or premises, or both, or part thereof hereafter
 1644 created, erected, installed, changed, converted, or wholly or
 1645 partly altered or enlarged in its use or Structure until a
 1646 Floodplain Certificate of Compliance has been issued by the
 1647 Floodplain Administrator stating that the building or land
 1648 conforms to the requirements of this ~~local law~~ Ordinance.
 1649 Occupying or using a building or premises in violation of this
 1650 section ~~shall-will~~ subject the violator to the penalties
 1651 described in Section 1711.08(d) of this Ordinance.
- 1652 (2) In areas ~~of flood hazard~~ the Special Flood Hazard Area, it ~~shall~~

- ~~be is~~ unlawful to inspect and approve a permanent utility connection to any building or premises, or both, or part thereof hereafter created, erected, installed, or rebuilt until the utility inspector is in possession of a copy of the Floodplain Certificate of Compliance issued by the Floodplain Administrator stating that the particular development being inspected conforms to the requirements of this ~~local law~~ Ordinance. Inspection and approval of utilities in violation of this section ~~shall will~~ subject the violator to the penalties described in Section 1711.08(d) of this Ordinance.
- (3) In ~~areas of flood hazard~~ the Special Flood Hazard Area, it ~~shall be is~~ unlawful to install a permanent utility connection to any building or premises, or both, or part thereof hereafter created, erected, installed, or rebuilt until a Floodplain Certificate of Compliance has been issued by the ~~Local~~ Floodplain Administrator stating that the Development conforms to the requirements of this ~~local law~~ Ordinance. Installation of utilities in violation of this section ~~shall~~ subjects the violator to the penalties described in Section 1711.08(d) of this Ordinance.
- (4) A Floodplain Certificate of Compliance ~~shall must~~ be issued by the Floodplain Administrator upon satisfactory completion of all Development in ~~areas of special flood hazard~~ the Special Flood Hazard Area.
- (5) Issuance of the Floodplain Certificate of Compliance ~~shall must~~ be based upon the inspections conducted as prescribed in this Ordinance ~~or local administrative procedures~~, and any finished construction elevation certificate, hydraulic data, flood-proofing certificate, or encroachment analyses which may have been required as a condition of ~~permit approval~~ the Floodplain permit approval process.
- ~~(i)~~ (j) Fees.
- (1) ~~No fee shall be charged for a Floodplain determination. A Floodplain Determination Fee will be assessed on all proposed development. This will be a flat fee approved by the Corporation of Harpers Ferry.~~
- (2) ~~A non-refundable fee will be collected at the time the application for a Project Permit in the Floodplain is submitted. The fee will provide for the cost of plan review, administration, and management of the permitting process and inspection. A fee schedule shall be established by resolution of the Town Council of Harpers Ferry based upon the complexity of the project and may be amended from time to time. Proposed Development determined to be occurring in a Special Flood Hazard Area regulated by this Ordinance will be assessed an additional fee, payable to the Corporation of Harpers Ferry, based upon a set schedule approved by the Corporation of Harpers Ferry using the estimated value of the proposed construction as determined by the Floodplain Administrator.~~
- (3) In addition, the applicant ~~shall be is~~ responsible for reimbursing the Corporation of Harpers Ferry for any additional costs for services necessary for review and / or inspection of proposed Development. Services include, but are not limited to, professional engineering and surveying. The Floodplain Administrator may require a deposit towards these additional costs. Additional costs may include reimbursement for contracted services.
- ~~(3)~~ Due to the increased cost of processing, when any work for which a permit is required by this Ordinance is started

or proceeded with prior to obtaining an approved permit, the fees above specified will be tripled. The additional fee is intended to partially reimburse the Corporation of Harpers Ferry for the additional cost of processing permits for work already underway. To more fully recover this cost, the fees above will be tripled for every subsequent occurrence by the same person or entity. Payment of the increased fee does not relieve any person or entity from complying fully with the requirements of this Ordinance in the execution of the work or from other penalties prescribed herein.

1711.08 Appeals and penalties.

(a) Appeals. Whenever any person is aggrieved by a decision of the Floodplain Administrator or the Planning Commission with respect to the provision of this Ordinance, it is the right of that person to appeal to the Town Council of the Corporation of Harpers Ferry sitting as the Floodplain Appeals Board. Such appeal must be filed with the Town Council or the Floodplain Administrator, in writing, within 30 days after notification of the decision of the Floodplain Administrator as announced at a Town Council meeting. ~~Upon receipt of such appeal, the Council shall set a time and place not less than ten nor more than 60 days for the purpose of hearing the appeal. Notice of the time and place of the hearing shall be given to all parties at which time they may appear and be heard. The determination by the Town Council shall be final in all cases.~~ Said Appeal must be served by the aggrieved person by regular mail on all interested parties on the date that said Appeal is filed. Upon receipt of such appeal, the Floodplain Appeals Board must set a time, date, and place not less than 10 nor more than 60 calendar days for the purpose of hearing the appeal. Notice of the time, date, and place of the hearing must be given to all interested parties by placing an announcement of said hearing time, date, and place on the agenda of the next Town Council meeting notice and to announce the time, date, and place of the appeal hearing not sooner than 10 calendar days from said announcement date, at which time all may appear and be heard. The determination by the Floodplain Appeals Board will be final in all cases, subject to any appeal to the Circuit or Magistrate Court of Jefferson County, West Virginia, or any other court of competent jurisdiction.

~~(a)~~ In the event an appeal is filed wherein a Floodplain Permit grant has been ruled by the Floodplain Administrator, the Floodplain Administrator must immediately issue a Stop-Work Order that will remain in effect until a resolution of said appeal.

(b) Appeal review criteria.

- ~~(1)~~ All appeals contesting only the permit fee, the cumulative substantial damage requirement, the flood protection setback requirement, or the Freeboard requirements, may be handled at the discretion of the ~~Town Council~~ Floodplain Appeals Board.
- ~~(2)~~ All decisions on appeals to all other provisions of this ordinance shall adhere to the following criteria:
 - A. ~~Affirmative decisions shall only be issued by the Town Council upon:~~
 1. ~~A showing of good and sufficient cause,~~
 2. ~~A determination that failure to grant the appeal would result in exceptional hardship to the applicant, and~~
 3. ~~A determination that the granting of an appeal will not result in increased flood heights, additional threats to public safety, extraordinary public~~

~~expense, create nuisances, cause fraud on or victimization of the public or conflict with existing locals laws or ordinance.~~

~~B. An affirmative decision shall be issued only upon determination that it is the minimum necessary, considering the flood hazard, to afford relief. Financial hardship, as a sole criterion, shall not be considered sufficient justification to grant an appeal.~~

~~C. An affirmative decision shall be issued for the repair or rehabilitation of historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the Structure's continued designation as a historic Structure and the variance is the minimum necessary to preserve the historic character and design of the Structure.~~

~~D. The Town Council shall notify the applicant in writing over the signature of a community official that:~~

~~1. The issuance of a decision to allow construction of a Structure below the Base Flood Elevation will result in increased premium rates for flood insurance,~~

~~2. Such construction below the Base Flood Elevation increases risk to life and property.~~

~~Such notifications shall be maintained with a record of all decisions as required in paragraph (4) of this section; and~~

~~E. The Town Council shall:~~

~~1. Maintain a record of all decisions including justification for their issuance; and~~

~~2. Report such decisions issued in its biannual report to the Federal Insurance Administration.~~

~~F.A. An affirmative decision shall not be granted for any construction, Development, use or activity within any Floodway area that would cause any increase in the Base Flood Elevation.~~

(c) Variances. If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer, or landowner, the Corporation of Harpers Ferry may, upon request, grant relief from the strict application of the requirements.

Considerations for the issuance of variances to this Ordinance must adhere to the following criteria:

(1) A decision granting or denying the variance request may only be issued by the Floodplain Appeals Board upon:

A. A showing of good and sufficient cause;

B. A determination that failure to grant the permit would result in an exceptional hardship to the applicant; and

C. A determination that granting the permit will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws, regulations, or ordinances.

(2) An affirmative decision granting a variance may be issued only upon determination that it is the minimum necessary, considering the Special Flood Hazard Area, to afford relief. Financial hardship, used as sole criteria, may not be considered sufficient justification to grant a variance.

(3) An affirmative decision granting a Floodplain variance may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the Structure's continued designation as a

- historic structure, and the variance is the minimum necessary to preserve the historic character and design of the Structure.
- (4) The Floodplain Appeals Board must notify the applicant in writing, signed by a majority of the Floodplain Appeals Board, that:
- A. The issuance of a decision to allow construction of a Structure below the Base Flood Elevation will result in increased premium rates for flood insurance, and
- B. Such construction below the Base Flood Elevation increases risk to life and property. Such notification must be maintained with a record of all decisions as required in this Ordinance.
- (5) The Floodplain Appeals Board must:
- A. Maintain a record of all decisions including justification for the decisions, and
- B. Report such decisions issued in its biannual report to the Federal Emergency Management Agency.
- (6) An affirmative decision may not be granted for issuance of a Floodplain Variance for any construction, development use, or activity within any Floodway Area that would cause any increase in the Base Flood Elevation.
- ~~(e)~~ (d) Penalties. Any person who fails to comply with any or all of the requirements or provisions of this ordinance, or direction or order of the Floodplain Administrator, or any other authorized employee of the ~~community~~ Corporation of Harpers Ferry, ~~shall be~~ is unlawful and ~~shall must~~ be referred ~~by the Mayor to the municipal attorney to the~~ Prosecuting Attorney, who ~~shall must~~ expeditiously ~~arrange to~~ prosecute all such violators. A violator ~~shall must~~, upon conviction, pay a fine to the Corporation of Harpers Ferry of not less than ~~fifty dollars~~ (\$50.00) or more than ~~five hundred dollars~~ (\$500.00) plus cost of prosecution. ~~In default of such payment such person shall be imprisoned for a period not to exceed 10 days.~~ Each day during which any violation of this Ordinance continues ~~shall constitutes~~ a separate offense. In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or non-compliance with, this Ordinance ~~shall does~~ not excuse the violation or non-compliance with the Ordinance or permit it to continue; and all such persons ~~shall must~~ be required to correct or remedy such violations or non-compliance within a reasonable time. Any Structure constructed, reconstructed, enlarged, altered, or relocated in non-compliance with this Ordinance may be declared by the ~~Corporation of Harpers Ferry~~ Planning Commission to be a public nuisance and abatable as such, subject to other applicable laws and exhaustion of appellate rights.
- 1711.09 Government actions.**
- (a) Municipal annexation.
- (1) The ~~County~~ Corporation of Harpers Ferry Floodplain Ordinance in effect on the date of annexation ~~shall must~~ remain in effect and ~~shall must~~ be enforced by the ~~municipality~~ Floodplain Administrator for all annexed areas until the municipality adopts and enforces ~~an ordinance a Floodplain Ordinance~~ which meets or exceeds the requirements for participation in the National Flood Insurance Program.
- (2) Municipalities with existing Floodplain ordinances ~~shall must~~ pass a resolution acknowledging and accepting responsibility for enforcing Floodplain ordinance standards prior to annexation of

- any area containing identified ~~flood hazards~~ Floodplain Areas.
- (3) All Plats or maps of annexation ~~shall must~~ show the Floodplain boundaries, Base Flood Elevation, and location of the Floodway where determined.
- (4) In accordance with the Code of Federal Regulations, Title 44, Subpart (B), Section 59.22(a)(9)(v), all ~~NFIP FEMA~~ participating ~~communities governments~~ must notify the State Coordinating Office and Federal Insurance Administration in writing whenever the boundaries of the ~~community government~~ have been modified by annexation or the ~~community government~~ has otherwise assumed or no longer has authority to adopt and enforce Floodplain management regulations for a particular area. In order that all Flood Insurance Rate Maps (FIRM) accurately represent the ~~community's government's~~ boundaries, a copy of a map of the ~~community government boundaries~~ suitable for reproduction, clearly delineating the new corporate limits or new area for which the ~~community government~~ has assumed or relinquished Floodplain management regulatory authority must be included with the notification.
- (5) NFIP-participating ~~communities governments~~ must notify the ~~West Virginia Division of Homeland Security and Emergency Management~~ State Coordinating Office in writing whenever the boundaries of the ~~community governments~~ have been modified by annexation or the ~~community government~~ has otherwise assumed or no longer has authority to adopt and enforce Floodplain management regulations for a particular area. A copy of a map of the ~~community government~~ suitable for reproduction, clearly delineating the new corporate limits or new area for which the ~~community government~~ has assumed or relinquished Floodplain management regulatory authority must be included with the notification.
- (b) Permits for governmental and other entities. Unless specifically exempted by law, all public utilities and municipal, county, state, and federal entities are required to comply with this Ordinance and obtain all necessary permits. Any entity claiming to be exempt from the requirements of this Ordinance must provide a written statement setting forth the rationale for exemption and file the same with FEMA. In addition, the entity claiming exemption ~~shall must~~ provide copies of all relevant legal documentation demonstrating the exemption.
- 1711.10 Severability and municipal liability.**
- (a) Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance ~~shall is~~ be declared invalid for any reason whatever, such decision ~~shall will~~ not affect the remaining portions of this Ordinance, which ~~shall will~~ remain in full force and effect, and for this purpose, the provisions of this Ordinance are hereby declared to be severable.
- (b) Liability. The granting of a permit or approval of a subdivision or Development plan in an identified ~~flood-prone area~~ Special Flood Hazard Area, ~~shall does~~ not constitute a representation, guarantee, or warranty of any kind by the Corporation of Harpers Ferry, the Planning Commission, or by any official or employee thereof of the practicability or safety of the proposed use, and ~~shall creates~~ no liability upon the Corporation of Harpers Ferry or the Planning Commission. This Ordinance does not create a private cause of action. All applicants proposing Development in or near a ~~flood hazard~~ Floodplain area are urged to locate ~~Development construction~~ as far away from, and as high above, all flooding sources as possible.

1943

1944 ~~1711.11 Enactment.~~1945 ~~Passed on FIRST READING the 9th day of November, 2009. Passed on SECOND AND~~1946 ~~FINAL READING the 14th day of December, 2009. By the Council of the~~1947 ~~Corporation of Harpers Ferry.~~

Strike-throughs indicate language that would be stricken from the present ordinance, and red underscoring indicates new language that would be added.

Passed FIRST READING the ____ day of _____, 2025.

Passed SECOND and FINAL READING the ____ day of _____, 2025.

Gregory Vaughn, Mayor

Kevin Carden, Recorder



CORPORATION OF HARPERS FERRY, WEST VIRGINIA

ORDINANCE No. 2025-05

An ORDINANCE permitting the Harpers Ferry Planning Commission to collaborate with the Bolivar Planning Commission on matters crossing jurisdictional boundaries.

[Referred to Ordinance Review Committee, 8 September 2025. Introduced to Town Council by Ordinance Review Committee for first reading, 13 October 2025.]

Be it enacted and ordained by the Town Council of the Corporation of Harpers Ferry:

That Section 133.09 of the Codified Ordinances of Harpers Ferry be amended and reenacted to read as follows:

ARTICLE 133
Planning Commission

133.09 Jurisdiction.

133.09 Jurisdiction.

(a) The jurisdiction of the Planning Commission may ~~shall~~ not extend beyond the corporate limits of the Town.

(b) When presented with a matter adjoining the border with the Corporation of Bolivar, or when the matter will have a material effect on the residents of Bolivar, the Harpers Ferry Planning Commission will inform the Bolivar Planning Commission of the matter and extend an invitation for a representative to attend relevant meetings of the Harpers Ferry Planning Commission as a nonvoting deliberative participant. The Bolivar Planning Commission representative will be recorded in the meeting minutes as a participant, with their comments included in any Harpers Ferry Planning Commission reports and communications to Harpers Ferry Town Council.

Strike-throughs indicate language that would be stricken from the present ordinance, and underscoring indicates new language that would be added.

Passed FIRST READING the ____ day of _____, ____.

Passed SECOND and FINAL READING the ____ day of _____, ____.

Greg Vaughn, Mayor

Kevin Carden, Recorder